



**Tuesday, March 2, 2021
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Jackie Dole Community Center
220 W. Front Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2021-150** Approve the minutes for the February 16, 2021 meeting of the City Council.
2. **2021-77** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
3. **2021-135** Adopt a Resolution setting Public Hearing on Monday, April 5, 2021 at 4:00 p.m. in the Jackie Dole Sherrill Community Center to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
4. **2021-143** Adopt a Resolution authorizing Requisition No. 80 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
5. **2021-82** Adopt a Resolution declaring surplus Police Canine Otter and authorize removal of Otter from the Police Department inventory and disposal of same to his Handler, Officer Seth Blackmon.
6. **2021-129** Approve Memorandum of Agreement by and between the City of Hattiesburg and the Mississippi Transportation Commission providing for the City to assume maintenance, operation and responsibility of all lighting of certain specified areas upon MDOT's completion of Light Emitting Diode (LED) retrofit and the execution of this agreement; Authorize Mayor to execute in duplicate.

7. **2021-151** Approve Change Order No. 1 with Hanco Corporation on the Fire Station No. 9 Project in the amount of \$3,943.00 to provide for lighting of the flag pole and the addition of 50 days to the contract time due to inclement weather conditions; Authorize Mayor to execute in duplicate.
8. **2021-138** Approve Professional Services Agreement with Neel-Schaffer, Inc. for design and environmental services for elements of the Gordon Creek Commons Project associated with the MDOT grant for said project; Authorize Mayor to execute in triplicate.
9. **2021-134** Approve Memorandum of Understanding with the Department of Finance & Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$500,000 for the disbursement of said funds to assist the City of Hattiesburg in paying costs of construction, furnishing and equipping of an education center and related facilities at the Hattiesburg Zoo, as appropriated in Senate Bill No. 2969 of the 2020 legislative session and authorize the Mayor to execute the same.
10. **2021-132** Approve Agreement with Landry Lewis Germany Architects, P.A. for services related to the design and renovation for the Dabbs Street Community Center and authorize the Mayor to execute in duplicate. {CDBG}
11. **2021-133** Approve Agreement with Major Design Studio, PLLC for services related to the design and construction on the second floor of the Hub City Transit facility and authorize the Mayor to execute in duplicate.
12. **2021-140** Approve Lease Agreement with Nelson Haskin for the creation of a parklet on Front Street and authorize the Mayor to execute the same.
13. **2021-145** Approve Lease Agreement with Roy Windham for the creation of a parklet on Forrest Street and authorize the Mayor to execute the same.
14. **2021-139** Approve Engagement Agreement with Local Impact Analytics, LLC for 2021 INFRA Grant proposal.
15. **2021-119** Approve a Pest Control Service Agreement between the City of Hattiesburg and Havard Pest Control for services at the City of Hattiesburg Boxing Gym and authorize the Mayor to execute the same.
16. **2021-141** Authorize purchase of property located at 908 Gulfport Street, and further identified as Forrest County Tax Parcel No. 2-037D-14-028.00 (PPIN 023469), as per attached deed in the amount of \$5,000.00 in accordance with Mississippi Code 21-17-1 et seq.; Authorize issuance on manual check in payment upon signing of deed.
17. **2021-130** Authorize the submission of a grant application to the Asbury Foundation for the Hattiesburg Police Department K-9 Program, for the purchase of three (3) SUVs to be outfitted as K-9 cruisers, in the amount of \$122,100. Authorize the Mayor to execute in duplicate.

18. **2021-123** Acknowledge bids received January 28, 2021 in a reverse auction for (10) 2021 Harley-Davidson FLHP Road King motorcycles for the Hattiesburg Police Department and accept the bid from Rossmeyer Daytona Motorcycles in the amount of \$54,000 for 12 months as the best and only bid received.
19. **2021-142** Authorize the Administration to apply for a grant from the U.S. Army Corps of Engineers through their Section 592 Program to provide funding for the rehabilitation of the City's Wastewater Collection System, specifically the 63rd Street Lift Station, estimated to cost approximately \$6.6M. Authorize Mayor to execute any and all documents required for such application.
20. **2021-127** Declare and approve a sole source purchase covering rental election equipment and related services for the upcoming municipal election(s), as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute, in duplicate, rental agreement with Election Systems and Software,
21. **2021-44** Declare and approve a sole source purchase for Watch Guard Body Camera and In Car 4RE Systems from Watch Guard for Hattiesburg Police Department in the amount of \$62,300.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is a sole manufacturer and exclusive distributor of this system.

ROUTINE AGENDA

1. **2021-120** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments
2. **2021-137** Acknowledge receipt of request filed by Anna Rush, Owner, to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Anna Rush to paint exterior brick at 307 West Pine Street. The HHCC Denied on February 10, 2021. Set a public hearing before City Council on April 5, 2021 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.
3. **2021-128** Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972
4. **2021-131** Acknowledge receipt of a donation of real property identified as Forrest County PPIN 15833 along High Street from Paul D Wise and wife, Karen B. Wise.
5. **2021-125** Approve plans and specifications for the Tatum Park Lighting Fields 13 and 15 Project, and authorize advertisement for bids.
6. **2021-88** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG }

7. **2021-136** Approve and execute Down Payment Assistance agreement, Deed of Trust, and authorize manual check for Bridgette Lang in the amount of \$20,000.
8. **2021-154** Approve claims docket for the period ending February 28, 2021.

In Memoriam:

- Ms. Billie Rose Perry

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, March 2, 2021

Re: Approve the minutes for the February 16, 2021 meeting of the City Council.
File Number: 2021-150
Minute Book #MB 2021-30 / Approved

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

Please place this on the March 2, 2021 City Council meeting for consideration.

Published Agenda



**Tuesday, February 16, 2020
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Jackie Dole Community Center
220 W. Front Street**

- Call to Order**
- Call to Prayer and Pledge of Allegiance**
- Presentation Agenda**
- Citizens' Forum**
- Agenda Adjustments**

- **Add Policy Items #16 and #17, Add Addendum to the claims docket (Routine Item #15) and request for a closed session to determine the need for executive session at the conclusion of the regular agenda, at the request of the Administration as follows:**

- 16. 2021-113 Acknowledge declaration of State of Emergency due to winter storm that occurred on February 14, 2021.**
- 17. 2021-114 Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a Local and Private Bill enabling the City of Hattiesburg to waive liens under certain conditions that are related to past action by the city to address code violations.**
- 2021-117 Addendum to the claims docket, payable to Emergency Equipment Professionals, in the amount of \$459,900.00 for the purchase of a fire truck.**
- 2021-115 Request for a closed session to determine the need for executive session at the conclusion of the meeting**

POLICY AGENDA

- 1. 2021-96 Approve the minutes for the February 1 and 2, 2021 meetings of the City Council.**
- 2. 2021-112 Adopt an Ordinance amending Ordinance 3089, Section 2-A, Section 3-C, and Section 5-C adopted on July 17, 2012, designating the polling places to be changed for the precincts known as The Highland Precinct, East 6th Street USO Club Precinct and The Kamper Park Precinct.**
- 3. 2021-99 Adopt an Ordinance for the petition filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, to change the zoning classification for a portion of a property located at 156 Cross Creek Parkway (Parcel 051M-11-011.000, PPIN 7622, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Approve on February 3, 2021.**
- 4. 2021-100 Approve or Deny a petition filed by Adam Caracci, Representative, and Robert Daigrepoint, Jr., Owner, to request a variance from Section 10, Table 10.6-2 "Additional Criteria" for Wall Signs, "For B-3- 3 per structure/unit" and instead allow for six (6) wall signs, for a variance of three (3) signs for proposed signage to be located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1). The Board of Adjustment recommended to Deny on February 3, 2021.**
- 5. 2021-109 Adopt a Resolution authorizing and directing the issuance of taxable combined Water and Sewer system revenue refunding bonds, series 2021 of the City of Hattiesburg, Mississippi (The "City") (The "Bonds"); and for related purposes.**
- 6. 2021-92 Adopt a Resolution declaring equipment surplus and authorize the disposal or sale of said equipment; authorize removal of equipment from the City inventory of the Department of Urban Development.**
- 7. 2021-102 Adopt a Resolution authorizing Requisition No. 79 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.**
- 8. 2021-91 Approve Professional Services Agreement between the City of Hattiesburg and Shows, Dearman and Waits, Inc. for engineering services related to the Hall Avenue Sewer Improvements Project for a total contract amount of \$130,080.00 and authorize the Mayor to execute in duplicate.**
- 9. 2021-103 Approve Professional Services Agreement with Neel-Schaffer, Inc. for engineering services related to the FTA Bus Stop and Sidewalk Grant Project in an amount not to exceed**

- \$620,000.00 and authorize the Mayor to execute in duplicate.
- 10. **2021-83** Approve Interlocal Agreement with the University of Southern Mississippi for the continued provision of a fixed transit route in the vicinity of the Hattiesburg campus, contingent upon approval by the IHL Board of Directors and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.
 - 11. **2021-85** Approve Memorandum of Understanding with Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the NFPA 1072 F Course and authorize the Mayor's designee to execute the same.
 - 12. **2021-104** Approve Relocation Assistance Budget in the amount of \$97,850.00 related to the Hall Avenue Overpass East Project, per the attached memo.
 - 13. **2021-94** Acknowledge receipt of an Order from the Special Court of Eminent Domain of Forrest County, Mississippi related to Civil Action No. 20-1047 granting the City of Hattiesburg the Right of Immediate Title and Possession of a portion of Tax Parcel No. 2-037D-14-150.00 (PPIN 022075) as further described in Exhibit "A" of the attached order and authorize the issuance of a manual check in the amount of \$615.00, the amount previously found to be the fair market value, to the court clerk in payment thereof.
 - 14. **2021-106** Authorize acquisition of property located at 307 Willis Avenue described as Forrest County Parcel No. 2-038B-15-277.00 (PPIN 13868); acknowledge appraisal report upon which a Fair Market Offer of \$9,000.00 was based; Authorize Mayor to execute any and all documents required to complete the transaction to include the payment of back taxes in the amount of approximately \$1,600.00; authorize issuance of manual checks for the same to be paid according to the attached proceeds agreement.
 - 15. **2021-95** Authorize submission of an application to the Mississippi Emergency Management Agency (MEMA) 2020 Hazard Mitigation Grant Program to fund an acquisition project in the amount of \$157,464 (\$118,098 federal/\$39,366 local match) to purchase and demolish one repetitive loss property and convert the lot into open space.
 - 16. **2021-113** Acknowledge declaration of State of Emergency due to winter storm that occurred on February 14, 2021.
 - 17. **2021-114** Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a Local and Private Bill enabling the City of Hattiesburg to waive liens under certain conditions that are related to past action by the city to address code violations.

ROUTINE AGENDA

- 1. **2021-81** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
- 2. **2021-108** Ratify access authorization with the U.S. Environmental Protection Agency to collect background samples from certain City of Hattiesburg properties for comparative purposes related to potential cleanup opportunities at the Hercules site.
- 3. **2021-80** Acknowledge receipt of Privilege Tax License Monthly Report for January, 2021.
- 4. **2021-89** Acknowledge Proof of Publications for the month of January, 2021.
- 5. **2021-93** Acknowledge receipt of a fully executed warranty deed for a portion of Tax Parcel No. 2-037D-14-128.00 (PPIN 022074) for the Hall Avenue Improvements Project East.
- 6. **2021-105** Acknowledge submission of the Community Rating System (CRS) annual recertification.
- 7. **2021-97** Acknowledge no bids were received on January 21, 2021 for the Campbell Loop Bridge Repair project.
- 8. **2021-110** Acknowledge bids received January 14, 2021 in a reverse auction for one (1) Small Tandem Dump Truck for the City of Hattiesburg Public Works Department and accept the bid of Truckworx in the amount of \$92,000.00 as the best and only bid received.
- 9. **2021-111** Acknowledge bids received on January 4, 2021 in a reverse auction for one (1) 20 Cubic Yard Rear Loading Refuse Collection Truck for the City of Hattiesburg Public Works Department and accept the bid of Burroughs Companies in the amount of \$174,999.00.
- 10. **2021-86** Approve the donation of a Belgian Malinois canine valued at \$14,000.00 to the Hattiesburg Police Department from Vom Southern Journey Kennels.
- 11. **2021-87** Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum {Entitlement CDBG-CV}.
- 12. **2021-88** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum {Entitlement CDBG}.
- 13. **2021-4** Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}.
- 14. **2021-90** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
- 15. **2021-107** Approve claims docket for the period ending February 12, 2021.

In Memoriam:

- Mr. Harry Homer Bell, Jr.
- Ms. Deloris Wilborn
- Mr. Romey Watt
- Miss Fiona Beveridge

- Mr. Henry Linton
- Dr. Edgar H. “Buddy” Bedenbaugh
- Mr. Charles Bernard “Dit” Blount
- Mr. Jack Ramsey
- Ms. Darlene Wheeler
- Honorable J.C. Bell
- Mr. Larry Jenkins
- Mr. Arlen Earl Essary

Executive Session

Agenda Adjustment:

- **Add Policy Item #18, Adopt a Resolution declaring Nostalgia Lounge as a public nuisance and requesting the District Attorney for the Twelfth Judicial District to permanently abate the public nuisance.**

Meeting Adjourn

Call to Order

BE IT REMEMBERED that **the regular meeting of the Hattiesburg City Council was held at 4:00 p.m. Tuesday, February 16, 2021**, in the Jackie Dole Community Center Auditorium; same being a recessed meeting from February 2, 2021.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5 (left at 4:59 p.m.). Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Mayor Barker.

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Citizens' Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

She stated the procedures and invited members of the public to speak.

The following citizens addressed the Council:

- Andrea Saffle, 409 Walnut Street
- Shawn Harris, 4 Belle Wood Drive

There were no other citizens present who wished to address the Council.

Council Vice President Dryden closed the Citizen Forum.

Agenda Adjustments

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to add at the request of the as follows:

Add Policy Items #16 and #17 at the request of the Administration as follows:

16. **2021-113** Acknowledge declaration of State of Emergency due to winter storm that occurred on February 14, 2021.

Attachments: DoE Hattiesburg 021521

17. **2021-114** Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a Local and Private Bill enabling the City of Hattiesburg to waive liens under certain conditions that are related to past action by the city to address code violations.

Attachments: Resolution – Supporting Local & Private for Lien Amnesty – 2-2021

Add to Routine Agenda Item #15 as follows:

15. **2021-117** Addendum to the claims docket

Attachments: Addendum to the claims docket 2-16-2021

Add a closed session to determine the need for Executive Session at the conclusion of the meeting.

- 2021-115** Request for a closed session to determine the need for executive session at the conclusion of the meeting.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2021-96** Approve the minutes for the February 1 and 2, 2021 meetings of the City Council.

Attachments: 2-1-2021 AR, WS Mins
 2-2-2021 Mins.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the minutes for the February 1 and 2, 2021 meetings of the City Council.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

2. **2021-112** Adopt an Ordinance amending Ordinance 3089, Section 2-A, Section 3-C, and Section 5-C adopted on July 17, 2012, designating the polling places to be changed for the precincts known as The Highland Precinct, East 6th Street USO Club Precinct and The Kamper Park Precinct.

Attachments: ORDINANCE NO. Precinct changes – Copy

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to TABLE Ordinance amending Ordinance 3089, Section 2-A, Section 3-C, and Section 5-C adopted on July 17, 2012, designating the polling places to be changed for the precincts known as The Highland Precinct, East 6th Street USO Club Precinct and The Kamper Park Precinct.

Following discussion, the Motion failed, receiving the negative vote of the Council as follows:

Yeas: 2 - Delgado (via teleconference) and Brown

Nays: 3 - George, Carroll and Dryden

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt an Ordinance (#3288) amending Ordinance 3089, Section 2-A, Section 3-C, and Section 5-C adopted on July 17, 2012, designating the polling places to be changed for the precincts known as The Highland Precinct, East 6th Street USO Club Precinct and The Kamper Park Precinct.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 3 - George, Carroll and Dryden

Nays: 1 - Delgado (via teleconference)

Abstain: 1 - Brown

3. **2021-99** Adopt an Ordinance for the petition filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, to change the zoning classification for a portion of a property located at 156 Cross Creek Parkway (Parcel 051M-11-011.000, PPIN 7622, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Approve on February 3, 2021.

Attachments: Ordinance - 156 Cross Creek Parkway
hpc item a feb 2021
FEB HPC MINUTES

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt an Ordinance (#3289) for the petition filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, to change the zoning classification for a portion of a property located at 156 Cross Creek Parkway (Parcel 051M-11-011.000, PPIN 7622, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Approve on February 3, 2021.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

4. **2021-100** Approve or Deny a petition filed by Adam Caracci, Representative, and Robert Daigrepont, Jr., Owner, to request a variance from Section 10, Table 10.6-2 "Additional Criteria" for Wall Signs, "For B-3- 3 per structure/unit" and instead allow for six (6) wall signs, for a variance of three (3) signs for proposed signage to be located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1). The Board of Adjustment recommended to Deny on February 3, 2021.

Attachments: FEB BOA Minutes
boa item a feb 2021
C521 Raising Cane's Variance Presentation

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve a petition filed by Adam Caracci, Representative, and Robert Daigrepont, Jr., Owner, to request a variance from Section 10, Table 10.6-2 "Additional Criteria" for Wall Signs, "For B-3- 3 per structure/unit" and instead allow for six (6) wall signs, for a variance of three (3) signs for proposed signage to be located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1).

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

5. **2021-109** Adopt a Resolution authorizing and directing the issuance of taxable combined Water and Sewer system revenue refunding bonds, series 2021 of the City of Hattiesburg, Mississippi (The "City") (The "Bonds"); and for related purposes.

Attachments: Hattiesburg, MS - Taxable Combined Water & Sewer (W&S) Refunding Bonds 2021 (Placement, Taxable) - Sales Parameter Bond Resolution Redemption Noti
EXHIBIT B - (Hattiesburg Combined W&S Refunding 2021) - Private Placement
Agreement
ExHIBIT C (Hattiesburg, MS Commitment Letters) - Bond Insurance and Surty
Commitment Letters
EXHIBIT G (Hattiesburg Combined W&S Refunding 2021) - (219716) - Form of
Escrow Deposit Trust Agreement (2)
EXHIBIT H (Hattiesburg, MS Term Sheet) - Term Sheet

A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt a Resolution (#2021-10) authorizing and directing the issuance of taxable combined Water and Sewer system revenue refunding bonds, series 2021 of the City of Hattiesburg, Mississippi (The "City") (The "Bonds"); and for related purposes.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

6. **2021-92** Adopt a Resolution declaring equipment surplus and authorize the disposal or sale of said equipment; authorize removal of equipment from the City inventory of the Department of Urban Development.

Attachments: Feb 2021 Surplus List
SURPLUS RESOLUTION Feb 2021

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2021-11) declaring equipment surplus and authorize the disposal or sale of said equipment; authorize removal of equipment from the City inventory of the Department of Urban Development.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

7. **2021-102** Adopt a Resolution authorizing Requisition No. 79 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2016 Bond Resolution No. 79
Project Resolution Requisition 2016 Bonds No. 79

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Adopt a Resolution (#2021-12) authorizing Requisition No. 79 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 8. 2021-91** Approve Professional Services Agreement between the City of Hattiesburg and Shows, Dearman and Waits, Inc. for engineering services related to the Hall Avenue Sewer Improvements Project for a total contract amount of \$130,080.00 and authorize the Mayor to execute in duplicate.

Attachments: 12213_Lump Sum Owner Engineer Agreement

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Professional Services Agreement between the City of Hattiesburg and Shows, Dearman and Waits, Inc. for engineering services related to the Hall Avenue Sewer Improvements Project for a total contract amount of \$130,080.00 and authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 9. 2021-103** Approve Professional Services Agreement with Neel-Schaffer, Inc. for engineering services related to the FTA Bus Stop and Sidewalk Grant Project in an amount not to exceed \$620,000.00 and authorize the Mayor to execute in duplicate.

Attachments: Hattiesburg FTA Bus Stop Sidewalk Grant Engineering Contract Package

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Approve Professional Services Agreement with Neel-Schaffer, Inc. for engineering services related to the FTA Bus Stop and Sidewalk Grant Project in an amount not to exceed \$620,000.00 and authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 10. 2021-83** Approve Interlocal Agreement with the University of Southern Mississippi for the continued provision of a fixed transit route in the vicinity of the Hattiesburg campus, contingent upon approval by the IHL Board of Directors and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.

Attachments: Interlocal Agreement - USM and HCT - 2021 - Draft 3

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Interlocal Agreement with the University of Southern Mississippi for the continued provision of a fixed transit route in the vicinity of the Hattiesburg campus, contingent upon approval by the IHL Board of Directors and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 11. 2021-85** Approve Memorandum of Understanding with Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the NFPA 1072 F Course and authorize the Mayor's designee to execute the same.

Attachments: 20200731093158

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to

Approve Memorandum of Understanding with Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the NFPA 1072 F Course and authorize the Mayor's designee to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 12. 2021-104** Approve Relocation Assistance Budget in the amount of \$97,850.00 related to the Hall Avenue Overpass East Project, per the attached memo.

Attachments: Relocation Assistance budget letter from Mark Dye

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Relocation Assistance Budget in the amount of \$97,850.00 related to the Hall Avenue Overpass East Project, per the attached memo.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 13. 2021-94** Acknowledge receipt of an Order from the Special Court of Eminent Domain of Forrest County, Mississippi related to Civil Action No. 20-1047 granting the City of Hattiesburg the Right of Immediate Title and Possession of a portion of Tax Parcel No. 2-037D-14-150.00 (PPIN 022075) as further described in Exhibit "A" of the attached order and authorize the issuance of a manual check in the amount of \$615.00, the amount previously found to be the fair market value, to the court clerk in payment thereof.

Attachments: Court Order-McKorkle-PPIN 022075
Josie Williams McKorkle - 700 Greely St – 022075

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Acknowledge receipt of an Order from the Special Court of Eminent Domain of Forrest County, Mississippi related to Civil Action No. 20-1047 granting the City of Hattiesburg the Right of Immediate Title and Possession of a portion of Tax Parcel No. 2-037D-14-150.00 (PPIN 022075) as further described in Exhibit "A" of the attached order and authorize the issuance of a manual check in the amount of \$615.00, the amount previously found to be the fair market value, to the court clerk in payment thereof.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 14. 2021-106** Authorize acquisition of property located at 307 Willis Avenue described as Forrest County Parcel No. 2-038B-15-277.00 (PPIN 13868); acknowledge appraisal report upon which a Fair Market Offer of \$9,000.00 was based; Authorize Mayor to execute any and all documents required to complete the transaction to include the payment of back taxes in the amount of approximately \$1,600.00; authorize issuance of manual checks for the same to be paid according to the attached proceeds agreement.

Attachments: 307 Willis Avenue Appraisal Report
307 Willis Avenue Executed Deed from Terry Stewart
307 Willis Avenue Instructions on how to cut checks - signed by both parties
307 Willis Avenue Title Opinion
307 Willis Avenue Wesley Williams Deed as executed

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to

Authorize acquisition of property located at 307 Willis Avenue described as Forrest County Parcel No. 2-038B-15-277.00 (PPIN 13868); acknowledge appraisal report upon which a Fair Market Offer of \$9,000.00 was based; Authorize Mayor to execute any and all documents required to complete the transaction to include the payment of back taxes in the amount of approximately \$1,600.00; authorize issuance of manual checks for the same to be paid according to the attached proceeds agreement.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 15. 2021-95** Authorize submission of an application to the Mississippi Emergency Management Agency (MEMA) 2020 Hazard Mitigation Grant Program to fund an acquisition project in the amount of \$157,464 (\$118,098 federal/\$39,366 local match) to purchase and demolish one repetitive loss property and convert the lot into open space.

Attachments: [Pre-Application #1](#) my.msema.org

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize submission of an application to the Mississippi Emergency Management Agency (MEMA) 2020 Hazard Mitigation Grant Program to fund an acquisition project in the amount of \$157,464 (\$118,098 federal/\$39,366 local match) to purchase and demolish one repetitive loss property and convert the lot into open space.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 16. 2021-113** Acknowledge declaration of State of Emergency due to winter storm that occurred on February 14, 2021.

Attachments: [DoE Hattiesburg 021521](#)

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Acknowledge declaration of State of Emergency due to winter storm that occurred on February 14, 2021.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- 17. 2021-114** Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a Local and Private Bill enabling the City of Hattiesburg to waive liens under certain conditions that are related to past action by the city to address code violations.

Attachments: [Resolution - Supporting Local & Private for Lien Amnesty - 2-2021](#)

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2021-13) requesting the Legislature of the State of Mississippi to enact a Local and Private Bill enabling the City of Hattiesburg to waive liens under certain conditions that are related to past action by the city to address code violations.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member George and seconded by Council Vice President Mary Dryden to approve the Routine Agenda.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

1.

2021-81

Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.

Attachments: Ratification of Release of Liens 3 2 2021
1. 3606 Peach Street
2. 3606 Peach Street (2)
3. 3607 Peach Street
4. 3607 Peach Street (2)
5. 520 North Street
6. 119 W. 8th Street
7. 407 North Street
8. 826 Main Street
9. 304 Mable Street
10. 306 Mable Street
11. 319 S. 16th Street
12. 1307 Rebecca Avenue
13. 719 Lincoln Street
14. 700 Walnut Street
15. 700 Walnut Street (2)
16. 1009 Franklin Street
17. 702 S. 22nd Avenue
18. 702 S. 22nd Avenue (2)
19. 702 S. 22nd Avenue (3)
20. 3407 Tiltree Road
21. 3407 Tiltree Road (2)
2.

2021-108

Ratify access authorization with the U.S. Environmental Protection Agency to collect background samples from certain City of Hattiesburg properties for comparative purposes related to potential cleanup opportunities at the Hercules site.

Attachments: EPA Access Authorization Form
EPA Email
3.

2021-80

Acknowledge receipt of Privilege Tax License Monthly Report for January 2021.

Attachments: Privilege Tax License mthly report Jan 2021
4.

2021-89

Acknowledge Proof of Publications for the month of January 2021.

Attachments: Proof of Publications Hub City Spokes Inv97268
5.

2021-93

Acknowledge receipt of a fully executed warranty deed for a portion of Tax Parcel No. 2-037D-14-128.00 (PPIN 022074) for the Hall Avenue Improvements Project East.

Attachments: Warranty Deed - Michael Bethley-signed
6.

2021-105

Acknowledge submission of the Community Rating System (CRS) annual recertification.

Attachments: Hattiesburg MS 2021 Recert signed
7.

2021-97

Acknowledge no bids were received on January 21, 2021 for the Campbell Loop Bridge Repair project.

Attachments: 12211_No Bids Received_trans_signed_2021-02-01

8. **2021-110** Acknowledge bids received January 14, 2021 in a reverse auction for one (1) Small Tandem Dump Truck for the City of Hattiesburg Public Works Department and accept the bid of Truckworx in the amount of \$92,000.00 as the best and only bid received.

Attachments: Dump Truck

9. **2021-111** Acknowledge bids received on January 4, 2021 in a reverse auction for one (1) 20 Cubic Yard Rear Loading Refuse collection Truck for the City of Hattiesburg Public Works Department and accept the bid of Burroughs Companies in the amount of \$174,999.00.

Attachments: Rear Loader (2)

10. **2021-86** Approve the donation of a Belgian Malinois canine valued at \$14,000.00 to the Hattiesburg Police Department from Vom Southern Journey Kennels.

Attachments: Vom Southern Journey Kennels Canine Donation

11. **2021-87** Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}

Attachments: 00000 SEPTEMBER 2020 REIMBURSEMENT REQUEST
Manual Check Memo 02162021

12. **2021-88** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Attachments: Manual Check Memo 02162021

13. **2021-4** Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}

Attachments: QEC Publication to Bidders_03042021

14. **2021-90** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (02-16-2021)
Receipts (02-16-2021)
Deeds (02-16-2021)

15. **2021-107** Approve claims docket for the period ending February 12, 2021.

Attachments: Docket 02.12.21
2.12.21 Docket Totals
Addendum to the claims docket 2-16-2021

Executive Session

A MOTION was made by Council Vice President Dryden for the Council to enter closed determination upon the issue of whether or not to declare an Executive Session at 4:57 p.m.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

Council President Carroll asked for the room to be cleared at this time.

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to

enter Executive Session at 4:58 p.m. to discuss strategy or negotiations with respect to prospective litigation, since to have an open meeting on this would have a detrimental effect on the litigating position of the City.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 3 - George, Delgado, Carroll and Dryden

Nays: 2 - Delgado (via teleconference) and Brown

*Council member Delgado terminated the call at 4:58 p.m.

*Council Member Brown left the room at 4:59 p.m.

The City Attorney stepped out into the hall and announced that the Council has gone into Executive Session to discuss strategy or negotiations with respect to prospective litigation.

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Carter Carroll and Mary Dryden; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Interim Police Chief, Peggy Sealy; Officer Ross Kinsey; Director of Engineering, Lamar Rutland; Director of Urban Development, Andrew Ellard; Director of Public Works, Ronnie Perkins; Director of Fire Training/Hazmat, Chris Carr; Director Chief Communications Officer, Samantha McCain; Clerk of Council, Ronda Cole; and Deputy Clerk of Council, Lisa Luu Jolly.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to exit Executive Session and re-open the meeting to the public at 5:05 p.m.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 3 - George, Carroll and Dryden

Absent: 2 - Delgado and Brown

*Council Member Delgado reconnected via teleconference at 5:05 p.m.

Council President Carroll stated to the public that there was no action taken during Executive Session.

The Council Clerk read aloud the resolution.

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Add the Resolution to declare Nostalgia Lounge a public nuisance and to request the District Attorney to permenately abate the nuisance (Policy Item #18) to the agenda.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 3 - George, Carroll and Dryden

Nay: 1 - Delgado

Absent: 1 - Brown

- 18. 2021-118** Adopt a Resolution declaring Nostalgia Lounge as a public nuisance and requesting the District Attorney for the Twelfth Judicial District to permanently abate the public nuisance.

Attachments: PUBLIC NUISANCE RESOLUTION-NOSTALGIA

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2021-14) declaring Nostalgia Lounge as a public nuisance and requesting the District Attorney for the Twelfth Judicial District to permanently abate the public nuisance.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

- Yeas: 3 - George, Carroll and Dryden
- Nay: 1 - Delgado
- Absent: 1 - Brown

In Memoriam:

A MOTION was made by Council Vice President Dryden to Adjourn the meeting in memory of:

- Mr. Harry Homer Bell, Jr.
- Ms. Deloris Wilborn
- Mr. Romey Watt
- Miss Fiona Beveridge
- Mr. Henry Linton
- Dr. Edgar H. “Buddy” Bedenbaugh
- Mr. Charles Bernard “Dit” Blount
- Mr. Jack Ramsey
- Ms. Darlene Wheeler
- Honorable J.C. Bell
- Mr. Larry Jenkins
- Mr. Arlen Earl Essary

Meeting Adjourn

Council President Carroll declared the **meeting adjourned at 5:15 p.m., this 16th day of February, 2021**, by unanimous consent, until the 2nd day of March, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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INTENTIONALLY**



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc: Wiley Quinn, Code Enforcement Division Manager
Date: Tuesday, March 2, 2021
Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2021-77
Minute Book #

Summary

Adopt Resolutions of Condemnation 3 2 2021

Recommendation Statement

I recommend the adoption of resolutions determining that the properties listed in the following attachments are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Please place this on the March 2, 2021 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: March 2, 2021

RE: Adopt Condemnation Resolutions

I recommend the adoption of resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	915 Roby Street	12924	2	DS, US,ES, OGL, GAR/RUB,	Cut/Clean, Demo	\$1500	\$1500
2.	508 Buschman St.	15808	2	VS, OGL	Clean, Close, Secure	\$1000	\$1500
3.	715 McKinley St.	22009	2	AB, DS, OGL, GAR/RUB, AS	Cut/Clean, Demo	\$3000	\$1500
4.	118 Tuscan Ave	21580	5	AB, DB, OGL	Cut/Clean, Demo	\$3000	\$1500
5.	100 Claiborne Ave	13533	5	OS, OGL	Clean	\$7000	\$3500

Garbage & Rubbish=GAR/RUB
Dilapidated Building=DB
Dangerous Structure=DS
Imminent Danger=ID
Overgrown Lot=OGL
Open Storage=OS
Unsafe Structure=US
Abandoned Vehicle=AV
Abandoned Structure=AS
Vacant Structure=VS
Owner Responsibility=OR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #1 915 Roby Street

WHEREAS, on the 2nd day of March, 2021, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of March, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

The South Half of the South Half (S ½ of S ½) of Lot Three (3) in Block Nine (9) of the J.E. Arledge Survey of the said City of Hattiesburg, together with all improvements thereon and appurtenances thereunto belonging, the said parcel of land having a frontage of fifty-two (52) feet and two (2) INCHES, MORE OR LESS, ON George Street, now known as Roby Street, and extending back between parallel lines 182 feet of the entire depth of said lot, Forrest County, Mississippi

WHEREAS, the owner of the property is Wayside Holy Temple Church, P.O. Box 15721, Hattiesburg, MS 39401

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dangerous Structure or premises (International Property Maintenance Code 108.1.5),
Unsafe Structure (International Property Maintenance Code 108.1.1),
Exterior Structure (IPMC 304.1.1), OGL (IPMC 304.2), GAR/RUB (IMPC 308.1)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of March, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of March, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 2 508 Buschman Street

WHEREAS, on the 2nd day of March, 2021, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of March, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lots 12 and 13 of Block 50 of the Hardy and Scott Survey of the City of Hattiesburg, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; said property having a Municipal Street Address of 508 Buschman Street and being Parcel #2-09I-10-163.00 with PPIN 015808; all together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is A & C Properties, LLC, P.O. Box 599, Flora, MS 39071

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Vacant Structure (International Property Maintenance Code 301.3),
Overgrown Lot (International Property Maintenance Code 302.4)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private

contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of March, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of March, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 3 715 McKinley Street

WHEREAS, on the 2nd day of March, 2021, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of March, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lot No. Five (5) in Block No. Two (2) of the McInnis, Mitchell & Longre Subdivision of the City of Hattiesburg, Forrest County, Mississippi according to the official plat of said subdivision on file and of record in the office of Chancery Clerk of said county.

WHEREAS, the owner of the property is Kale Farms & Anita Brown Marsh, 715 McKinley Street, Hattiesburg, MS 39401

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7),
Dangerous Structure or premises (International Property Maintenance Code 108.1.5),
Overgrown Lot (IPMC 302.4), Accumulation of Garbage and Rubbish (IPMC 308.1)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney,

the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of March, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of March, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
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City Clerk's Office
P.O. Box 1898
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**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 4 118 Tuscan Avenue

WHEREAS, on the 2nd day of March, 2021, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of March, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

A part of block fifty-five (55) of the D.D. McInnis, third survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, MS, more particularly described as follows, to -wit: Commencing at the northeast corner of Block 55 of said Subdivision and run thence West for a distance of 214 feet to and for the point of beginning, and run thence South a distance of 110 feet, more or less, to the extension of Tuscan Avenue, run thence West a distance of 50 feet along the North line of the extension of Tuscan Avenue, run thence North for a distance of 110 feet to the North line of said Block, run thence East for a distance of 50 feet to the said point of beginning.

The above described land being located in forming a part of Section 16, Township 4 North, Range 13 West in the County of Forrest, State of Mississippi, and being leasehold property for a period of 99 years form November 20, 1953.

WHEREAS, the owner of the property is 16th Section Land, Essie Collins, 1325 Fairmont Avenue, Jackson, MS 39204

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7),
Dangerous Structure or premises (International Property Maintenance Code 108.1.5),
Overgrown Lot (IPMC 302.4)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of March, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of March, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 5 100 Claiborne Avenue

WHEREAS, on the 2nd day of March, 2021, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 2nd day of March, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lots 7, 8 and 9 in Block 8 of the Burkett Subdivision of the South Half of Section 15, Township 4 North, Range 13 West as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, MS said property being assessed on the 2010 Forrest County Tax Rolls as PPIN 013532 and 013533.

WHEREAS, the owner of the property is Walter and Yvonne Early, 134 Cypress Avenue, Hattiesburg, MS 39401

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Open Storage (LDC 5.4.42),
Overgrown Lot LDC (11.2A)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney,

the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of March, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of March, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, March 2, 2021

Re: Adopt a Resolution setting Public Hearing on Monday, April 5, 2021 at 4:00 p.m. in the Jackie Dole Sherrill Community Center to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
File Number: 2021-135
Minute Book #

Summary

Set Public Hearing 3 2 2021, Unsafe Properties

Recommendation Statement

I recommend the Setting of a Public Hearing to determine if certain properties are a menace to the health and safety of the community.

Please place this on the March 2, 2021 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: March 2, 2021

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Tuesday, April 6, 2021 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	1211 Cherry Street	13583	2	VS, AS, ES, OGL	Cut/Clean, Demo	\$6000	\$3000
2.	519 E. 6 th Street	18918	2	VS, ES, OGL,US, GAR/RUB	Cut/Clean, Demo	\$4500	\$2250
3.	237(241) Short Columbia Street	23928	2	VS, OGL	Close, Clean , Secure	\$2000	\$1500
4.	906 Short Columbia Street	14286	2	VS, OGL, T&L GAR/RUB, DS	Close, Clean, Secure	\$2500	\$1500
5.	416 S. 15 th Avenue	17078	4	US, OR, GAR/RUB	Cut/Clean, Demo	\$3700	\$1850

Garbage & Rubbish=GAR/RUB
Dilapidated Building=DB
Dangerous Structure=DS
Imminent Danger=ID
Overgrown Lot=OGL
Open Storage=OS
Unsafe Structure=US
Abandoned Vehicle=AV
Abandoned Structure=AS
Vacant Structure=VS
Owner Responsibility=OR

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

	Address	PPIN	Ward	Violations
1.	1211 Cherry Street	13583	2	VS, AS, ES, OGL
2.	519 E. 6 th Street	18918	2	VS, ES, OGL, US, GAR/RUB
3.	237(241) Short Columbia Street	23928	2	VS, OGL
4.	906 Short Columbia	14286	2	VS, OGL, T&L, GAR/RUB
5.	416 S. 15th Avenue	17078	4	US, OR, GAR/RUB

are in such a state of uncleanness so as to be a menace to the health and safety of the community;
and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, at 4:00 p.m. on Tuesday, April 6, 2021, to determine whether or not the above- described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 2nd day of March, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 2nd day of March, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 2, 2021

Re: Adopt a Resolution authorizing Requisition No. 80 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
File Number: 2021-143
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 80 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 2, 2021 City Council meeting for consideration.

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **80** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 80 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **80** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$271,039.00** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HATTIESBURG, MISSISSIPPI:**

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **80** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Seventy-One Thousand Thirty-Nine and 00/100 dollars (\$271,039.00)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **80** in the total aggregate amount **Two Hundred Seventy-One Thousand Thirty-Nine and 00/100 dollars (\$271,039.00)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member _____ seconded by Council Member _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **2nd** day of **March, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **2nd** day of **March, 2021**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

**TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department**

REQUISITION NO.: 80

DATE OF REQUISITION: 3/2/2021

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Suncoast Infrastructure Inc. P O Box 397 1858 Hwy 49 South Florence, MS 39073	093695.7220.75	180,085.00	Pay Est No. 18	CIPP Project Period: 12/28/2020-1/31/2021 MB 2019-20
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.68	1,260.00	21864	Sewer Improvements Tuscan Ave Period: 12/27/20 - 01/23/21 MB 2011-4/89-110 SDW #1273-S016
3	RJM McQueen Contracting, Inc. 80 Ramsey McQueen Road Collins, MS 39428	093695.7220.75	89,694.00	2330	CIPP Project Period: Dec 2020-Jan 2021 MB 2020-179 SDW #1273-S012
			<u>271,039.00</u>		



Engineering Progress

February 17, 2021

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: CIPP Sewer Repair in Various Locations
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 18 in the amount of \$180,085.00 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle D. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/sm

cc: Suncoast Infrastructure, SDW files

RECEIVED
2/18/21

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S19015-18

To Customer: CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39403

From Contractor: Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

Application Date: 2/9/2021

Project: S19015- CIPP Sewer Repair-Various
Locations, Hattiesburg, MS

Owner: Hattiesburg (City of) MS
P.O. Box 1898
Hattiesburg, MS 39403

Via Engineer: Shows Dearman & Waits
301 Second Avenue
Hattiesburg, MS 39401

External Contract No. N/A

Contract Date: 1/11/2019

Application No.: JB App #18

Period From: 12/28/2020

Period To: 1/31/2021

Distribution to:

☐ Owner

☐ Engineer

☐ Contractor

☐

☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$3,559,581.00
2. Net Change By Change Order	\$488,213.45
3. Contract Sum To Date	\$4,047,794.45
4. Work Completed To Date	\$3,068,816.85
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$3,068,816.85
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are furnished in lieu of Retainage.	\$90,000.00
c. Retainage on Work Completed to Date 2.50 %	\$76,720.42
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$76,720.42
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$3,068,816.85
9. Less Previous Certificates For Payments	\$2,888,731.85
10. Current Payment Due	\$180,085.00
11. Balance to Finish, Plus Retainage.	\$978,977.60

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$488,213.45	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$488,213.45	\$0.00
Net Changes By Change Order	\$488,213.45	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Suncoast Infrastructure, Inc.

By: John Causy Date: 2/9/2021

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 9th day of February 2021

Notary Public: Jennifer Laseter

My Commission expires: April 29, 2023



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 180,085.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on th Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: [Signature] Date: 2-18-2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #18

Application Date : 02/09/21

Period From: 12/28/20

Period To: 01/31/21

External Contract No.:

Invoice # : S19015-18

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
1-1	8" CIPP	LF	4,647.00	\$30.00	\$139,410.00	3,601.00	\$108,030.00	0.00	\$0.00	3,601.00	\$108,030.00	\$0.00	\$108,030.00	77.49%	\$31,380.00
1-2	10" CIPP	LF	200.00	\$31.00	\$6,200.00	314.00	\$9,734.00	0.00	\$0.00	314.00	\$9,734.00	\$0.00	\$9,734.00	157.00%	\$-3,534.00
1-3	CIPP Service Lateral	LF	2,420.00	\$152.00	\$367,840.00	2,430.00	\$369,360.00	0.00	\$0.00	2,430.00	\$369,360.00	\$0.00	\$369,360.00	100.41%	\$-1,520.00
1-4	Remove and Replace Service Lateral	LF	810.00	\$40.00	\$32,400.00	1,023.60	\$40,944.00	0.00	\$0.00	1,023.60	\$40,944.00	\$0.00	\$40,944.00	126.37%	\$-8,544.00
1-5	Cleanout Assembly (As Detailed)	EA	33.00	\$420.00	\$13,860.00	117.00	\$49,140.00	0.00	\$0.00	117.00	\$49,140.00	\$0.00	\$49,140.00	354.55%	\$-35,280.00
1-6	Point Repair (8' - 30' Depth)	EA	3.00	\$14,660.00	\$43,980.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	100.00%	\$0.00
1-7	Manhole Rehabilitation	VF	271.00	\$235.00	\$63,685.00	182.50	\$42,887.50	0.00	\$0.00	182.50	\$42,887.50	\$0.00	\$42,887.50	67.34%	\$20,797.50
1-8	Concrete Road Repair	SY	183.00	\$78.00	\$14,274.00	184.40	\$14,383.20	0.00	\$0.00	184.40	\$14,383.20	\$0.00	\$14,383.20	100.77%	\$-109.20
1-9	Asphalt Road Repair	SY	549.00	\$82.00	\$45,018.00	293.30	\$24,050.60	0.00	\$0.00	293.30	\$24,050.60	\$0.00	\$24,050.60	53.42%	\$20,967.40
1-10	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	1.00	\$10,850.00	0.00	\$0.00	1.00	\$10,850.00	\$0.00	\$10,850.00	100.00%	\$0.00
1-11	Mobilization	LS	1.00	\$74,750.00	\$74,750.00	1.00	\$74,750.00	0.00	\$0.00	1.00	\$74,750.00	\$0.00	\$74,750.00	100.00%	\$0.00
1-12	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
1-13	Landscape Restoration	SF	4,050.00	\$0.60	\$2,430.00	1,250.00	\$750.00	0.00	\$0.00	1,250.00	\$750.00	\$0.00	\$750.00	30.86%	\$1,680.00
1-14	CCTV Service Lateral	LF	3,230.00	\$10.50	\$33,915.00	3,240.00	\$34,020.00	0.00	\$0.00	3,240.00	\$34,020.00	\$0.00	\$34,020.00	100.31%	\$-105.00
2-1	8" CIPP	LF	1,938.00	\$30.00	\$58,140.00	1,001.00	\$30,030.00	0.00	\$0.00	1,001.00	\$30,030.00	\$0.00	\$30,030.00	51.65%	\$28,110.00
2-2	10" CIPP	LF	726.00	\$31.00	\$22,506.00	530.00	\$16,430.00	0.00	\$0.00	530.00	\$16,430.00	\$0.00	\$16,430.00	73.00%	\$6,076.00
2-3	CIPP Service Lateral	LF	338.00	\$105.00	\$35,490.00	216.00	\$22,680.00	0.00	\$0.00	216.00	\$22,680.00	\$0.00	\$22,680.00	63.91%	\$12,810.00
2-4	Remove and Replace Service Lateral	LF	113.00	\$40.00	\$4,520.00	421.00	\$16,840.00	0.00	\$0.00	421.00	\$16,840.00	\$0.00	\$16,840.00	372.57%	\$-12,320.00
2-5	Cleanout Assembly (As Detailed)	EA	5.00	\$420.00	\$2,100.00	32.00	\$13,440.00	0.00	\$0.00	32.00	\$13,440.00	\$0.00	\$13,440.00	640.00%	\$-11,340.00
2-6	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-7	Protruding Tap to be removed (8' - 30' Depth)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
2-8	Manhole Rehabilitation	VF	90.80	\$235.00	\$21,338.00	84.60	\$19,881.00	0.00	\$0.00	84.60	\$19,881.00	\$0.00	\$19,881.00	93.17%	\$1,457.00
2-9	Concrete Road Repair	SY	77.00	\$78.00	\$6,006.00	2.00	\$156.00	0.00	\$0.00	2.00	\$156.00	\$0.00	\$156.00	2.60%	\$5,850.00
2-10	Asphalt Road Repair	SY	285.00	\$82.00	\$23,370.00	59.00	\$4,838.00	0.00	\$0.00	59.00	\$4,838.00	\$0.00	\$4,838.00	20.70%	\$18,532.00
2-11	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
2-12	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	0.75	\$8,137.50	0.00	\$0.00	0.75	\$8,137.50	\$0.00	\$8,137.50	75.00%	\$2,712.50
2-13	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
2-14	Landscape Restoration	SF	565.00	\$0.60	\$339.00	1,445.00	\$867.00	0.00	\$0.00	1,445.00	\$867.00	\$0.00	\$867.00	255.75%	\$-528.00
2-15	CCTV Service Lateral	LF	451.00	\$8.50	\$3,833.50	260.00	\$2,210.00	0.00	\$0.00	260.00	\$2,210.00	\$0.00	\$2,210.00	57.65%	\$1,623.50
3-1	8" CIPP	LF	1,832.00	\$30.00	\$54,960.00	1,833.00	\$54,990.00	0.00	\$0.00	1,833.00	\$54,990.00	\$0.00	\$54,990.00	100.05%	\$-30.00
3-2	CIPP Service Lateral	LF	1,090.00	\$152.00	\$165,680.00	504.00	\$76,608.00	0.00	\$0.00	504.00	\$76,608.00	\$0.00	\$76,608.00	46.24%	\$89,072.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #18

Application Date : 02/09/21

Period From: 12/28/20

Period To: 01/31/21

External Contract No.:

Invoice # : S19015-18

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
3-3	Remove and Replace Service Lateral	LF	363.00	\$40.00	\$14,520.00	409.00	\$16,360.00	0.00	\$0.00	409.00	\$16,360.00	\$0.00	\$16,360.00	112.67%	\$-1,840.00
3-4	Cleanout Assembly (As Detailed)	EA	15.00	\$420.00	\$6,300.00	40.00	\$16,800.00	0.00	\$0.00	40.00	\$16,800.00	\$0.00	\$16,800.00	266.67%	\$-10,500.00
3-5	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	5.00	\$73,300.00	0.00	\$0.00	5.00	\$73,300.00	\$0.00	\$73,300.00	0.00%	\$-73,300.00
3-6	Manhole Rehabilitation	VF	52.90	\$235.00	\$12,431.50	51.50	\$12,102.50	0.00	\$0.00	51.50	\$12,102.50	\$0.00	\$12,102.50	97.35%	\$329.00
3-7	Concrete Road Repair	SY	91.00	\$78.00	\$7,098.00	55.00	\$4,290.00	0.00	\$0.00	55.00	\$4,290.00	\$0.00	\$4,290.00	60.44%	\$2,808.00
3-8	Asphalt Road Repair	SY	274.00	\$82.00	\$22,468.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,468.00
3-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
3-10	Maintenance of Traffic	LS	1.00	\$14,300.00	\$14,300.00	0.75	\$10,725.00	0.00	\$0.00	0.75	\$10,725.00	\$0.00	\$10,725.00	75.00%	\$3,575.00
3-11	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
3-12	Landscape Restoration	SF	1,815.00	\$0.60	\$1,089.00	4,151.00	\$2,490.60	0.00	\$0.00	4,151.00	\$2,490.60	\$0.00	\$2,490.60	228.71%	\$-1,401.60
3-13	CCTV Service Lateral	LF	1,453.00	\$10.50	\$15,256.50	1,640.00	\$17,220.00	0.00	\$0.00	1,640.00	\$17,220.00	\$0.00	\$17,220.00	112.87%	\$-1,963.50
4-1	8" CIPP	LF	5,871.00	\$30.00	\$176,130.00	5,223.00	\$156,690.00	0.00	\$0.00	5,223.00	\$156,690.00	\$0.00	\$156,690.00	88.96%	\$19,440.00
4-2	12" CIPP	LF	2,225.00	\$32.00	\$71,200.00	2,038.00	\$65,216.00	0.00	\$0.00	2,038.00	\$65,216.00	\$0.00	\$65,216.00	91.60%	\$5,984.00
4-3	CIPP Service Lateral	LF	675.00	\$105.00	\$70,875.00	426.10	\$44,740.50	0.00	\$0.00	426.10	\$44,740.50	\$0.00	\$44,740.50	63.13%	\$26,134.50
4-4	Remove and Replace Service Lateral	LF	225.00	\$40.00	\$9,000.00	301.00	\$12,040.00	0.00	\$0.00	301.00	\$12,040.00	\$0.00	\$12,040.00	133.78%	\$-3,040.00
4-5	Cleanout Assembly (As Detailed)	EA	9.00	\$420.00	\$3,780.00	15.00	\$6,300.00	0.00	\$0.00	15.00	\$6,300.00	\$0.00	\$6,300.00	166.67%	\$-2,520.00
4-6	Point Repair (8' - 30' Depth)	EA	10.00	\$14,660.00	\$146,600.00	24.00	\$351,840.00	0.00	\$0.00	24.00	\$351,840.00	\$0.00	\$351,840.00	240.00%	\$-205,240.00
4-7	Manhole Rehabilitation	VF	307.00	\$235.00	\$72,145.00	282.30	\$66,340.50	0.00	\$0.00	282.30	\$66,340.50	\$0.00	\$66,340.50	91.95%	\$5,804.50
4-8	Concrete Road Repair	SY	144.00	\$78.00	\$11,232.00	92.70	\$7,230.60	0.00	\$0.00	92.70	\$7,230.60	\$0.00	\$7,230.60	64.38%	\$4,001.40
4-9	Asphalt Road Repair	SY	485.00	\$82.00	\$39,770.00	117.40	\$9,626.80	0.00	\$0.00	117.40	\$9,626.80	\$0.00	\$9,626.80	24.21%	\$30,143.20
4-10	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
4-11	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
4-12	Mobilization	LS	1.00	\$9,200.00	\$9,200.00	0.75	\$6,900.00	0.00	\$0.00	0.75	\$6,900.00	\$0.00	\$6,900.00	75.00%	\$2,300.00
4-13	Landscape Restoration	SF	1,125.00	\$0.60	\$675.00	2,105.00	\$1,263.00	0.00	\$0.00	2,105.00	\$1,263.00	\$0.00	\$1,263.00	187.11%	\$-588.00
4-14	CCTV Service Lateral	LF	900.00	\$8.00	\$7,200.00	787.00	\$6,296.00	0.00	\$0.00	787.00	\$6,296.00	\$0.00	\$6,296.00	87.44%	\$904.00
5-1	CIPP Service Lateral	LF	1,388.00	\$105.00	\$145,740.00	94.00	\$9,870.00	0.00	\$0.00	94.00	\$9,870.00	\$0.00	\$9,870.00	6.77%	\$135,870.00
5-2	Remove and Replace Service Lateral	LF	463.00	\$40.00	\$18,520.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,520.00
5-3	Cleanout Assembly (As Detailed)	EA	19.00	\$420.00	\$7,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,980.00
5-4	Hardy St Road Repair	SY	815.00	\$195.00	\$158,925.00	99.00	\$19,305.00	0.00	\$0.00	99.00	\$19,305.00	\$0.00	\$19,305.00	12.15%	\$139,620.00
5-5	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
5-6	Maintenance of Traffic	LS	1.00	\$30,850.00	\$30,850.00	0.75	\$23,137.50	0.00	\$0.00	0.75	\$23,137.50	\$0.00	\$23,137.50	75.00%	\$7,712.50
5-7	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #18
Application Date : 02/09/21
Period From: 12/28/20
Period To: 01/31/21
External Contract No.:

Invoice # : S19015-18

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-8	Landscape Restoration	SF	2,315.00	\$0.60	\$1,389.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,389.00
5-9	CCTV Service Lateral	LF	1,851.00	\$8.50	\$15,733.50	1,084.00	\$9,214.00	0.00	\$0.00	1,084.00	\$9,214.00	\$0.00	\$9,214.00	58.56%	\$6,519.50
6-1	8" CIPP	LF	767.00	\$30.00	\$23,010.00	767.00	\$23,010.00	0.00	\$0.00	767.00	\$23,010.00	\$0.00	\$23,010.00	100.00%	\$0.00
6-2	12" CIPP	LF	198.00	\$32.00	\$6,336.00	198.00	\$6,336.00	0.00	\$0.00	198.00	\$6,336.00	\$0.00	\$6,336.00	100.00%	\$0.00
6-3	CIPP Service Lateral	LF	132.00	\$155.00	\$20,460.00	265.00	\$41,075.00	0.00	\$0.00	265.00	\$41,075.00	\$0.00	\$41,075.00	200.76%	\$-20,615.00
6-4	Remove and Replace Service Lateral	LF	44.00	\$40.00	\$1,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,760.00
6-5	Cleanout Assembly (As Detailed)	EA	2.00	\$420.00	\$840.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$840.00
6-6	Manhole Rehabilitation	VF	48.00	\$235.00	\$11,280.00	34.80	\$8,178.00	0.00	\$0.00	34.80	\$8,178.00	\$0.00	\$8,178.00	72.50%	\$3,102.00
6-7	Concrete Road Repair	SY	17.00	\$78.00	\$1,326.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,326.00
6-8	Asphalt Road Repair	SY	50.00	\$82.00	\$4,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,100.00
6-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00
6-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.50	\$2,925.00	0.00	\$0.00	0.50	\$2,925.00	\$0.00	\$2,925.00	50.00%	\$2,925.00
6-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.50	\$8,750.00	0.00	\$0.00	0.50	\$8,750.00	\$0.00	\$8,750.00	50.00%	\$8,750.00
6-12	Landscape Restoration	SF	220.00	\$0.60	\$132.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$132.00
6-13	CCTV Service Lateral	LF	176.00	\$10.50	\$1,848.00	173.00	\$1,816.50	0.00	\$0.00	173.00	\$1,816.50	\$0.00	\$1,816.50	98.30%	\$31.50
7-1	8" CIPP	LF	1,814.00	\$30.00	\$54,420.00	1,723.00	\$51,690.00	0.00	\$0.00	1,723.00	\$51,690.00	\$0.00	\$51,690.00	94.98%	\$2,730.00
7-2	10" CIPP	LF	1,926.00	\$31.00	\$59,706.00	2,203.00	\$68,293.00	0.00	\$0.00	2,203.00	\$68,293.00	\$0.00	\$68,293.00	114.38%	\$-8,587.00
7-3	CIPP Service Lateral	LF	770.00	\$105.00	\$80,850.00	569.00	\$59,745.00	0.00	\$0.00	569.00	\$59,745.00	\$0.00	\$59,745.00	73.90%	\$21,105.00
7-4	Remove and Replace Service Lateral	LF	257.00	\$40.00	\$10,280.00	159.00	\$6,360.00	0.00	\$0.00	159.00	\$6,360.00	\$0.00	\$6,360.00	61.87%	\$3,920.00
7-5	Cleanout Assembly (As Detailed)	EA	11.00	\$420.00	\$4,620.00	14.00	\$5,880.00	0.00	\$0.00	14.00	\$5,880.00	\$0.00	\$5,880.00	127.27%	\$-1,260.00
7-6	Manhole Rehabilitation	VF	207.00	\$235.00	\$48,645.00	132.50	\$31,137.50	0.00	\$0.00	132.50	\$31,137.50	\$0.00	\$31,137.50	64.01%	\$17,507.50
7-7	Concrete Road Repair	SY	68.00	\$78.00	\$5,304.00	31.00	\$2,418.00	0.00	\$0.00	31.00	\$2,418.00	\$0.00	\$2,418.00	45.59%	\$2,886.00
7-8	Asphalt Road Repair	SY	203.00	\$82.00	\$16,646.00	133.80	\$10,971.60	0.00	\$0.00	133.80	\$10,971.60	\$0.00	\$10,971.60	65.91%	\$5,674.40
7-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
7-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
7-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00
7-12	Landscape Restoration	SF	1,285.00	\$0.60	\$771.00	105.00	\$63.00	0.00	\$0.00	105.00	\$63.00	\$0.00	\$63.00	8.17%	\$708.00
7-13	CCTV Service Lateral	LF	1,027.00	\$8.50	\$8,729.50	979.00	\$8,321.50	0.00	\$0.00	979.00	\$8,321.50	\$0.00	\$8,321.50	95.33%	\$408.00
AA1-1	10" CIPP (1A)	LF	1,158.00	\$31.00	\$35,898.00	682.00	\$21,142.00	0.00	\$0.00	682.00	\$21,142.00	\$0.00	\$21,142.00	58.89%	\$14,756.00
AA1-2	Manhole Rehabilitation (1A)	VF	35.00	\$235.00	\$8,225.00	9.30	\$2,185.50	0.00	\$0.00	9.30	\$2,185.50	\$0.00	\$2,185.50	26.57%	\$6,039.50
AA1-3	8" CIPP (2A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-4	Manhole Rehabilitation (2A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #18
Application Date : 02/09/21
Period From: 12/28/20
Period To: 01/31/21

Invoice # : S19015-18

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
AA1-5	10" CIPP (3A)	LF	0.00	\$31.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-6	Manhole Rehabilitation (3A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-7	8" CIPP (4A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-8	Manhole Rehabilitation (4A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-9	8" CIPP (5A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-10	Manhole Rehabilitation (5A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-11	8" CIPP (6A)	LF	1,660.00	\$30.00	\$49,800.00	1,952.00	\$58,560.00	0.00	\$0.00	1,952.00	\$58,560.00	\$0.00	\$58,560.00	117.59%	\$-8,760.00
AA1-12	Manhole Rehabilitation (6A)	VF	60.00	\$235.00	\$14,100.00	32.90	\$7,731.50	0.00	\$0.00	32.90	\$7,731.50	\$0.00	\$7,731.50	54.83%	\$6,368.50
AA1-13	18" CIPP (7A)	LF	848.00	\$95.00	\$80,560.00	850.00	\$80,750.00	0.00	\$0.00	850.00	\$80,750.00	\$0.00	\$80,750.00	100.24%	\$-190.00
AA1-14	Manhole Rehabilitation (7A)	VF	25.00	\$235.00	\$5,875.00	18.60	\$4,371.00	0.00	\$0.00	18.60	\$4,371.00	\$0.00	\$4,371.00	74.40%	\$1,504.00
AA1-15	Remove and Replace Service Lateral	LF	613.00	\$40.00	\$24,520.00	109.00	\$4,360.00	0.00	\$0.00	109.00	\$4,360.00	\$0.00	\$4,360.00	17.78%	\$20,160.00
AA1-16	CIPP Service Lateral	LF	1,837.00	\$105.00	\$192,885.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$192,885.00
AA1-17	Cleanout Assembly (As Detailed)	EA	25.00	\$420.00	\$10,500.00	9.00	\$3,780.00	0.00	\$0.00	9.00	\$3,780.00	\$0.00	\$3,780.00	36.00%	\$6,720.00
AA1-18	Point Repair (8' - 30' Depth)	EA	2.00	\$14,660.00	\$29,320.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	150.00%	\$-14,660.00
AA1-19	Concrete Road Repair	SY	240.00	\$78.00	\$18,720.00	3.00	\$234.00	0.00	\$0.00	3.00	\$234.00	\$0.00	\$234.00	1.25%	\$18,486.00
AA1-20	Asphalt Road Repair	SY	1,500.00	\$82.00	\$123,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$123,000.00
AA1-21	Maintenance of Traffic	LS	1.00	\$5,600.00	\$5,600.00	0.75	\$4,200.00	0.00	\$0.00	0.75	\$4,200.00	\$0.00	\$4,200.00	75.00%	\$1,400.00
AA1-22	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
AA1-23	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
AA1-24	Landscape Restoration	SF	3,065.00	\$0.60	\$1,839.00	394.00	\$236.40	0.00	\$0.00	394.00	\$236.40	\$0.00	\$236.40	12.85%	\$1,602.60
AA1-25	CCTV Service Lateral	LF	2,450.00	\$8.50	\$20,825.00	1,444.00	\$12,274.00	0.00	\$0.00	1,444.00	\$12,274.00	\$0.00	\$12,274.00	58.94%	\$8,551.00
1-15	48-in Precast Manhole (0'-6') (Site 1)	EA	1.00	\$5,900.00	\$5,900.00	1.00	\$5,900.00	0.00	\$0.00	1.00	\$5,900.00	\$0.00	\$5,900.00	100.00%	\$0.00
1-16	6-in CIPP (Site 1)	LF	858.00	\$34.00	\$29,172.00	866.00	\$29,444.00	0.00	\$0.00	866.00	\$29,444.00	\$0.00	\$29,444.00	100.93%	\$-272.00
1-17	External Reinstatement of Service (Site 1)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-16	External Reinstatement of Service (Site 2)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
3-13A	External Reinstatement of Service (Site 3)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4-15	48-in Precast Manhole (6'-8') (Site 4)	EA	1.00	\$7,304.00	\$7,304.00	1.00	\$7,304.00	0.00	\$0.00	1.00	\$7,304.00	\$0.00	\$7,304.00	100.00%	\$0.00
4-16	10-in CIPP (Site 4)	LF	114.00	\$31.00	\$3,534.00	114.00	\$3,534.00	0.00	\$0.00	114.00	\$3,534.00	\$0.00	\$3,534.00	100.00%	\$0.00
4-17	15-in CIPP (Site 4)	LF	31.00	\$87.00	\$2,697.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,697.00
4-18	External Reinstatement of Service (Site 4)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #18

Application Date : 02/09/21

Period From: 12/28/20

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External Contract No.:

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Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-10	Manhole Rehabilitation (Site 5)	VF	0.00	\$235.00	\$0.00	201.10	\$47,258.50	0.00	\$0.00	201.10	\$47,258.50	\$0.00	\$47,258.50	0.00%	\$-47,258.50
5-11	External Reinstatement of Service (Site 5)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
7-14	Point Repair (8-ft ÷ 30-ft Depth) (Site 7)	EA	5.00	\$14,660.00	\$73,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$73,300.00
7-15	External Reinstatement of Service (Site 7)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-26	Point Repair (8-ft ÷ 30-ft Depth) (Site 1A)	EA	2.00	\$14,660.00	\$29,320.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,320.00
AA1-27	External Reinstatement of Service (Site 1A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-28	CCTV Mains (Site 2A)	LF	841.30	\$3.35	\$2,818.36	992.50	\$3,324.88	0.00	\$0.00	992.50	\$3,324.88	\$0.00	\$3,324.88	117.97%	\$-506.52
AA1-29	CCTV Mains (Site 3A)	LF	238.20	\$3.35	\$797.97	238.20	\$797.97	0.00	\$0.00	238.20	\$797.97	\$0.00	\$797.97	100.00%	\$0.00
AA1-30	CCTV Mains (Site 4A)	LF	415.60	\$3.35	\$1,392.26	436.40	\$1,461.94	0.00	\$0.00	436.40	\$1,461.94	\$0.00	\$1,461.94	105.00%	\$-69.68
AA1-31	CCTV Mains (Site 5A)	LF	429.30	\$3.35	\$1,438.16	429.30	\$1,438.16	0.00	\$0.00	429.30	\$1,438.16	\$0.00	\$1,438.16	100.00%	\$0.00
AA1-32	External Reinstatement of Service (Site 6A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-33	External Reinstatement of Service (Site 7A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
8-1	30-in CIPP	LF	245.00	\$320.00	\$78,400.00	0.00	\$0.00	510.00	\$163,200.00	510.00	\$163,200.00	\$0.00	\$163,200.00	208.16%	\$-84,800.00
8-2	Clean and CCTV 30-in	LF	245.00	\$18.00	\$4,410.00	510.00	\$9,180.00	0.00	\$0.00	510.00	\$9,180.00	\$0.00	\$9,180.00	208.16%	\$-4,770.00
8-3	Bypass (RR)	LS	1.00	\$20,100.00	\$20,100.00	0.65	\$13,065.00	0.35	\$7,035.00	1.00	\$20,100.00	\$0.00	\$20,100.00	100.00%	\$0.00
8-4	Railroad Permit	LS	1.00	\$22,000.00	\$22,000.00	0.75	\$16,500.00	0.25	\$5,500.00	1.00	\$22,000.00	\$0.00	\$22,000.00	100.00%	\$0.00
8-5	Mobilization (RR)	LS	1.00	\$8,700.00	\$8,700.00	0.50	\$4,350.00	0.50	\$4,350.00	1.00	\$8,700.00	\$0.00	\$8,700.00	100.00%	\$0.00
13-1	6-in CIPP	LF	434.00	\$45.00	\$19,530.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,530.00
13-2	8-in CIPP	LF	1,271.00	\$38.00	\$48,298.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,298.00
13-3	15-in CIPP	LF	278.00	\$87.00	\$24,186.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,186.00
13-4	CIPP Service Lateral	LF	75.00	\$250.00	\$18,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,750.00
13-5	Cleanout Assembly (As Detailed)	EA	7.00	\$680.00	\$4,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,760.00
13-6a	Protruding Tap to be removed (8/E - 30/E Depth) (External)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
13-6b	Protruding Tap to be removed (8/E - 30/E Depth) (Internal)	EA	6.00	\$250.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00
13-7	Manhole Rehabilitation	VF	33.00	\$235.00	\$7,755.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,755.00
13-8	CCTV Service Lateral	LF	250.00	\$20.00	\$5,000.00	8.00	\$160.00	0.00	\$0.00	8.00	\$160.00	\$0.00	\$160.00	3.20%	\$4,840.00
13-9	Maintenance of Traffic	LS	1.00	\$1,650.00	\$1,650.00	0.50	\$825.00	0.00	\$0.00	0.50	\$825.00	\$0.00	\$825.00	50.00%	\$825.00
13-10	Mobilization	LS	1.00	\$10,500.00	\$10,500.00	0.50	\$5,250.00	0.00	\$0.00	0.50	\$5,250.00	\$0.00	\$5,250.00	50.00%	\$5,250.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #18
Application Date : 02/09/21
Period From: 12/28/20
Period To: 01/31/21

Invoice # : S19015-18

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
15-1	12-in CCTV	LF	612.00	\$3.35	\$2,050.20	626.00	\$2,097.10	0.00	\$0.00	626.00	\$2,097.10	\$0.00	\$2,097.10	102.29%	\$-46.90
15-2	12-in CIPP	LF	612.00	\$32.00	\$19,584.00	626.00	\$20,032.00	0.00	\$0.00	626.00	\$20,032.00	\$0.00	\$20,032.00	102.29%	\$-448.00
15-3	CIPP Service Lateral	LF	180.00	\$400.00	\$72,000.00	42.00	\$16,800.00	0.00	\$0.00	42.00	\$16,800.00	\$0.00	\$16,800.00	23.33%	\$55,200.00
15-4	Cleanout Assembly (As Detailed)	EA	9.00	\$650.00	\$5,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,850.00
15-5a	Protruding Tap to be removed (8/E - 30/E Depth) (External)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
15-5b	Protruding Tap to be removed (8/E - 30/E Depth) (Internal)	EA	1.00	\$250.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$250.00
15-6	Manhole Rehabilitation	VF	11.00	\$235.00	\$2,585.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,585.00
15-7	CCTV Service Lateral	LF	180.00	\$50.00	\$9,000.00	82.00	\$4,100.00	0.00	\$0.00	82.00	\$4,100.00	\$0.00	\$4,100.00	45.56%	\$4,900.00
15-8	Maintenance of Traffic	LS	1.00	\$850.00	\$850.00	0.50	\$425.00	0.00	\$0.00	0.50	\$425.00	\$0.00	\$425.00	50.00%	\$425.00
15-9	Mobilization	LS	1.00	\$8,500.00	\$8,500.00	0.50	\$4,250.00	0.00	\$0.00	0.50	\$4,250.00	\$0.00	\$4,250.00	50.00%	\$4,250.00
Grand Totals					\$4,047,794.45		\$2,888,731.85		\$180,085.00		\$3,068,816.85	\$0.00	\$3,068,816.85	75.81%	\$978,977.60



Engineering Progress

CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

January 26, 2021
Project No: 1273-S016
Invoice No: 21864

Project Manager Shea McNease
Project 1273-S016 Tuscan Avenue Sewer Rehab

Professional Services from December 27, 2020 to January 23, 2021

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	2.00	105.00	210.00	
FIELD CREW "A"				
Crew, Field	6.00	175.00	1,050.00	
Totals	8.00		1,260.00	
Total Labor				1,260.00
Total this Phase				\$1,260.00
Total this Invoice				\$1,260.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

093695, 7220.68
MB 2011-4/89-110

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

RJM-McQueen Contracting, Inc
80 Ramsey McQueen Road
Collins, MS 39428

Invoice: 2330

(601) 765-6561

Sold
to

CITY OF HATTIESBURG
P.O. BOX 1898
Accounting Department
HATTIESBURG, MS 39403

Ship
to

Forrest Co-City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Account
HATTIESB

P.O. Num
203016

Ship Via
115C- Roy & Cypress

Ship Date

Terms
Net 30

Invoice
Date
2/2/21

Page
1

CIPP Various locations

Item

Quantity	Description	Unit Price	Extended Price
60	#69 Crawler trackhoe rent inc op fuel maint	120.00	7,200.00
6	#76C 6" water pump	200.00	1,200.00
120	#76D Service truck with 2 men	105.00	12,600.00
60	#76E MINI EXCAVATOR	85.00	5,100.00
2,000	#63 By Pass Pumping	20.00	40,000.00
2	#76R 2 Days Rental	3,000.00	6,000.00
60	#92 F 12" steel casing	108.90	6,534.00
1	#96 Mobilization \$30,000 and above	500.00	500.00
120	#71 12-14 CY Tandem Dump Truck	88.00	10,560.00

PO = \$80,058.00

Change Order = \$9,636.00

Subtotal 89,694.00

Total \$89,694.00

Engineering

093695. 7120.75



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Vendor 4058
RJM MCQUEEN CONTRACTING INC
80 RAMSEY MCQUEEN ROAD
COLLINS, MS 39428

Purchase Order

Fiscal Year 2021

Page 1 of 1

Purchase Order Number **00203016**

Purchase Order Date **01/05/2021**

Department **2016 W&S SYSTEMS PROJECT CONS**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JEANIE@RJMMCQUEEN.COM	4058		Theresa McCombs	

NOTES

CIPP SEWER LINES VARIOUS LOCATIONS

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	ROY & CYPRESS PHASE III	1.0000		\$80,058.0000	\$80,058.00

093695. 7220.75

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price **\$80,058.00**

Purchase Order Total **\$80,058.00**


City Clerk

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 80 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **80** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$271,039.00** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **80** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Seventy-One Thousand Thirty-Nine and 00/100 dollars (\$271,039.00)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **2nd** day of **March, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **2nd** day of **March, 2021**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Assistant Chief of Police

cc: Kermas Eaton, City Clerk

Date: Tuesday, March 2, 2021

Re: Adopt a Resolution declaring surplus Police Canine Otter and authorize removal of Otter from the Police Department inventory and disposal of same to his Handler, Officer Seth Blackmon.
File Number: 2021-82
Minute Book #

Summary

Resolution Police Canine Otter

Recommendation Statement

I am requesting approval of this Resolution

Please place this on the March 2, 2021 City Council meeting for consideration.



HATTIESBURG POLICE AND FIRE TRAINING ACADEMY

Lieutenant Chris Johnson
Director of Police Training

Lt. Barry Collins
Director of Fire Training

Sergeant Stefon Richardson
Asst. Director of Police Training

January 22, 2021

Chief Peggy Sears
300 Klondyke
Hattiesburg, MS 39401

Re: Retirement of K-9 Otter

Dear Chief,

I am submitting my recommendation to retire K-9 Officer Otter due to his increasing health issues and the cost for his medical needs. In my opinion this canine is no longer an asset to the city of Hattiesburg and the police department. Otter is approximately 8 years of age and still has the drive to do the work but is not suitable for this field of work due to his health conditions. I recommend K-9 Otter be giving to his handler Officer Seth Blackmon. Officer Blackmon will give Otter the appropriate care and will assume full responsibility for his wellbeing both medically and financially.

I appreciate your consideration in this matter

Sincerely,

Sgt. Stefon Richardson

Cc: K-9 Training File

Date: 1/5/21

Client: City of Hattiesburg

Address: _____

Home Ph _____ Work Ph _____

Animal I.D. Otter

Dr. Mark R. Holland
Dr. Andrew Huffman

HOLLAND VETERINARY HOSPITAL

5163 U.S. Highway 49 South
Hattiesburg, MS 39401
Office (601) 545-6999
Fax (601) 545-6951

1804 South Azalea Dr.
Wiggins, MS 39577
Office: (601) 928-9994
Fax: (601) 928-9825

Emergency After Hours - (601) 545-6999

Small and Large Animal Medicine, Surgery and Dentistry

PROFESSIONAL SERVICE CALL	CHARGE	DRUGS / SUPPLIES DISPENSED	CHARGE

DESCRIPTION OF PROBLEM AND ASSESSMENT:

To Whom it may concern; City of Hattiesburg / Hattiesburg Police
Department Conine officer Otter should be approved for retirement
because of severe skin condition / autoimmune disorder as of
1/5/2021. For further questions / information - contact
Dr. Andrew Huffman at 601-545-6999

Dr. M. R. Holland

EXAM AND RECOMMENDED TREATMENT:

EMERGENCY FEE	\$
SUB-TOTAL	\$
TOTAL AMOUNT DUE	\$

RESOLUTION

WHEREAS, Interim Police Chief Peggy Sealy has requested the authorization to retire Police Canine Otter and remove him from inventory; and,

WHEREAS, it is the opinion of Mark Holland, Doctor Veterinary Medicine, that Police Canine Otter is lacking in proper drives to perform the duties of a creditable working Narcotics Detector Dog and would recommend Police Canine Otter to be used for Law Enforcement purposes; and,

WHEREAS, the City of Hattiesburg finds and determines that said canine is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and,

WHEREAS, the City of Hattiesburg finds and determines that said canine has no actual monetary value and constitutes a liability to the city; and,

WHEREAS, the Governing Authorities of the City of Hattiesburg are authorized and empowered in their discretion to re-assign said canine to his Handler, Officer Seth Blackmon, in accordance with Miss Code statues;

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus Police Canine Otter and hereby re-assigns the same to his Handler, Officer Seth Blackmon.

The foregoing resolution having been reduced to writing, the same was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 16th day of February, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 16th day of February, 2021.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 2, 2021

Re: Approve Memorandum of Agreement by and between the City of Hattiesburg and the Mississippi Transportation Commission providing for the City to assume maintenance, operation and responsibility of all lighting of certain specified areas upon MDOT's completion of Light Emitting Diode (LED) retrofit and the execution of this agreement; Authorize Mayor to execute in duplicate.
File Number: 2021-129
Minute Book #

Summary

Approve Memorandum of Agreement by and between the City of Hattiesburg and the Mississippi Transportation Commission providing for the City to assume maintenance, operation and responsibility of all lighting of certain specified areas upon MDOT's completion of Light Emitting Diode (LED) retrofit and the execution of this agreement; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 2, 2021 City Council meeting for consideration.

MEMORANDUM OF AGREEMENT

City of Hattiesburg LIGHTING

This Agreement is made and entered into by and between the MISSISSIPPI TRANSPORTATION COMMISSION ("COMMISSION"), acting through the duly-authorized Executive Director of the Mississippi Department of Transportation, and City of Hattiesburg ("CITY H"), effective as of the date of latest execution shown below, and shall remain in effect until canceled by one of the parties as provided below.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY desires to make certain improvements to the aesthetic beauty of State and Federal Highways inside the "CITY H" Limits, including as shown in aerial photo on Exhibit "A" (US Hwy 49 between Old Hwy 42 and North of Mammoth Springs Road 500 feet including Interchange at I-59) and Exhibit "B" (Interchange of I-59 and Hardy Street) and Exhibit "C" (Interchange of U.S. Hwy 49 and U.S. Hwy 11 at Cloverleaf Interchange), the attached to and made a part of this Agreement; and

WHEREAS, the "CITY H" will assume maintenance, operation, and responsibility of all lighting of the specified areas upon MDOT completing Light Emitting Diode (LED) retrofit and execution of agreement occurs.

WHEREAS, the Mississippi Transportation Commission, the Mississippi Department of Transportation, "CITY H" are governmental entities of the State of Mississippi, and the liability of each of these entities is covered by the Mississippi Tort Claims Act, codified in law in Title 11, Chapter 46, Sections 1 through 23, of the Mississippi Code of 1972, as annotated and amended. Each entity certifies that it is a participant in the Mississippi Tort Claims Fund as set forth in Title 11, Chapter 46 of the Mississippi Code of 1972. The Tort Claims Fund provides protection for tort claims against state employees and agencies subject to terms and limitation established by law. Additionally, MDOT is self-insured for the purposes of workers' compensation claims. "CITY H" each certify that each possesses adequate coverage for workers' compensation claims. Any contractor that will work shall be required by contract to carry both general liability and workers' compensation insurance; and

WHEREAS, the COMMISSION is authorized to enter into such agreements by authority granted in Section 65-1-85 MCA, 1972, and is desirous of so doing.

NOW THEREFORE, for and in consideration of the stated premises and of the mutual covenants and agreements of the parties as herein contained, it is agreed as follows:

THE COMMISSION SHALL:

1. Grant unto the "CITY H" a non-exclusive right of ingress and egress upon the right-of-way between the shoulder lines and the right-of-way lines on both sides of the roadway, including the median area.
2. Retain the specific right to enter upon the above-stated areas to maintain and perform work commensurate with highway and road maintenance practices.
3. Retain all maintenance rights, duties, and responsibilities within the areas from shoulder line to shoulder line, including the roadway, shoulders, storm drains, signing, and striping.
4. Retain all rights and responsibilities for control of access, outdoor advertising, and other uses of the highway right-of-way other than those specifically granted to the "CITY H".

THE "CITY H" SHALL:

1. Assume maintenance and operational cost of all lighting within the limits specified once MDOT replaces existing lighting with LED fixtures.
2. Provide work area signing in accordance with current standards set out in the Manual on Uniform Traffic Control Devices for Streets and Highways.
3. Submit to the COMMISSION's designated agent for approval a copy of any proposed contract with any individual, company, or firm which the "CITY H" desires to employ to carry out its obligations under this Agreement prior to its execution.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or responsibility other than those specifically listed herein above are granted or implied, and that all rights not specifically conveyed herein are retained by the COMMISSION.
2. That the COMMISSION reserves the right to make the necessary improvements or modifications within the designated limits of this Agreement at

any time it deems necessary to upgrade this facility to meet transportation demands, without payment or other compensation for removal or destruction of the shrubbery or other improvements made by the "CITY H" under this Agreement.

3. That the COMMISSION executes its orders and directives through the Mississippi Department of Transportation. All notices and correspondence with the COMMISSION shall be directed to the designated agent shown below. Similarly, the "CITY H" executes all of its orders and directives through the office of the Mayor. All notices and correspondence with the "CITY H" shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this Agreement must be submitted in writing through the designated agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this Agreement.

The designated agents for the parties are:

COMMISSION:

Kelly Castleberry
District Engineer
P.O. Box 551
Hattiesburg, MS 39403

Telephone: 601-544-6511
Facsimile: 601-544-0227

"CITY H":

City of Hattiesburg
Mayor
P.O. Box 1898
Hattiesburg, MS 39403

Telephone: 601-545-4501
Alt: Telephone 601-545-4503

4. That this Agreement may be canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation, except when in the opinion of the COMMISSION an unsafe condition exists, in which situation, this Agreement may be terminated without prior notice.

Authorized by the Commission on the _____ day of _____, 20____ Minute Book _____, at Page _____ and executed this _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

EXECUTIVE DIRECTOR

Authorized by Board of Councilmen of the **CITY of HATTIESBURG**, on the **2nd** day of **March, 2021**, per Order found in Minute Book _____, at Page _____ and executed this the _____ day of _____, 20____.

City of Hattiesburg

BY _____
City of Hattiesburg
Mayor Toby Barker

ATTEST:

Clerk

Exhibit A

US Hwy 49 from Old 42 to Mammoth Springs Rd
Including Interchange at I-59 and US 49

Legend

End of Lighting Landscape Agreement

Beginning of Lighting Landscape Agreement

Google Earth

© 2021 Google

1 mi

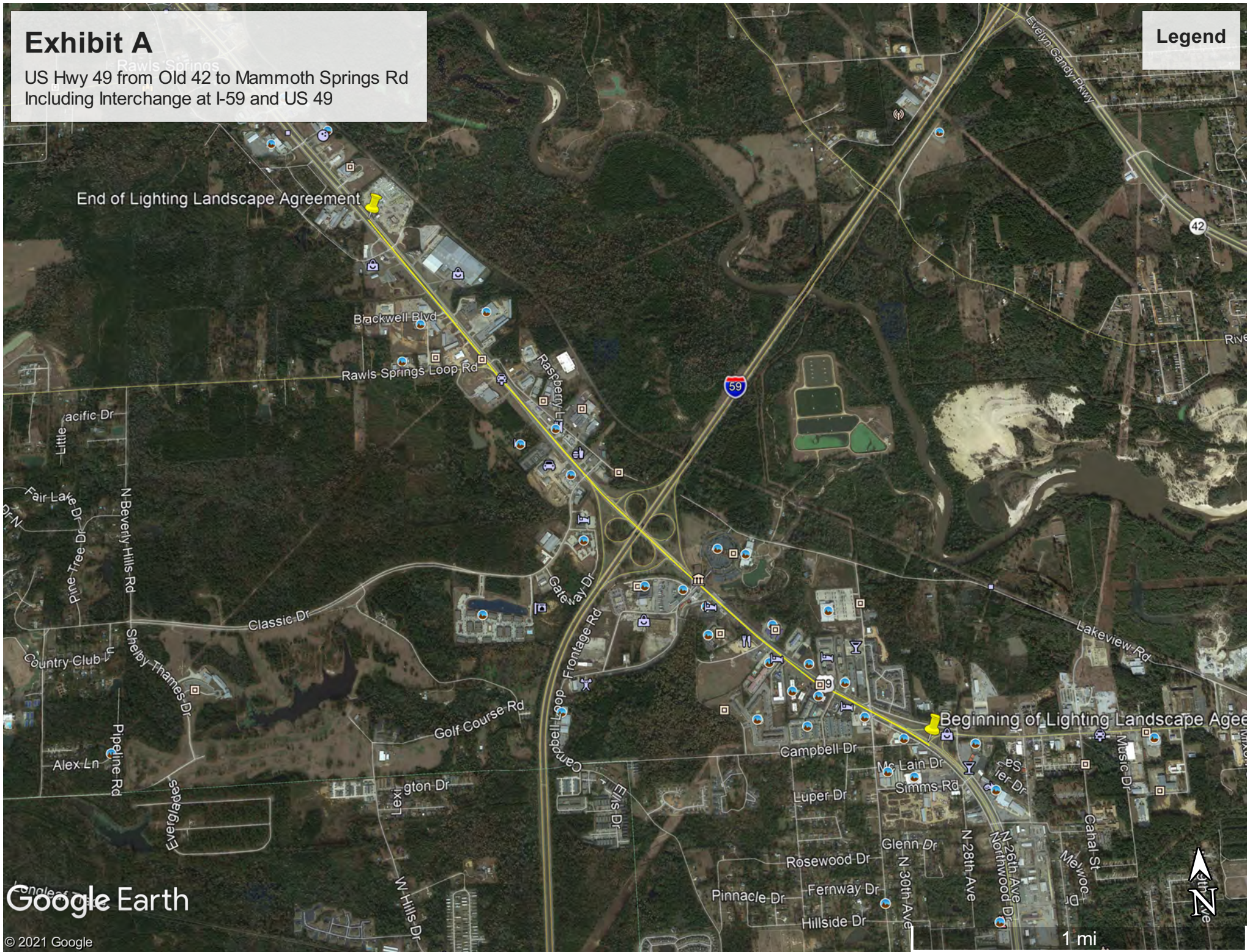
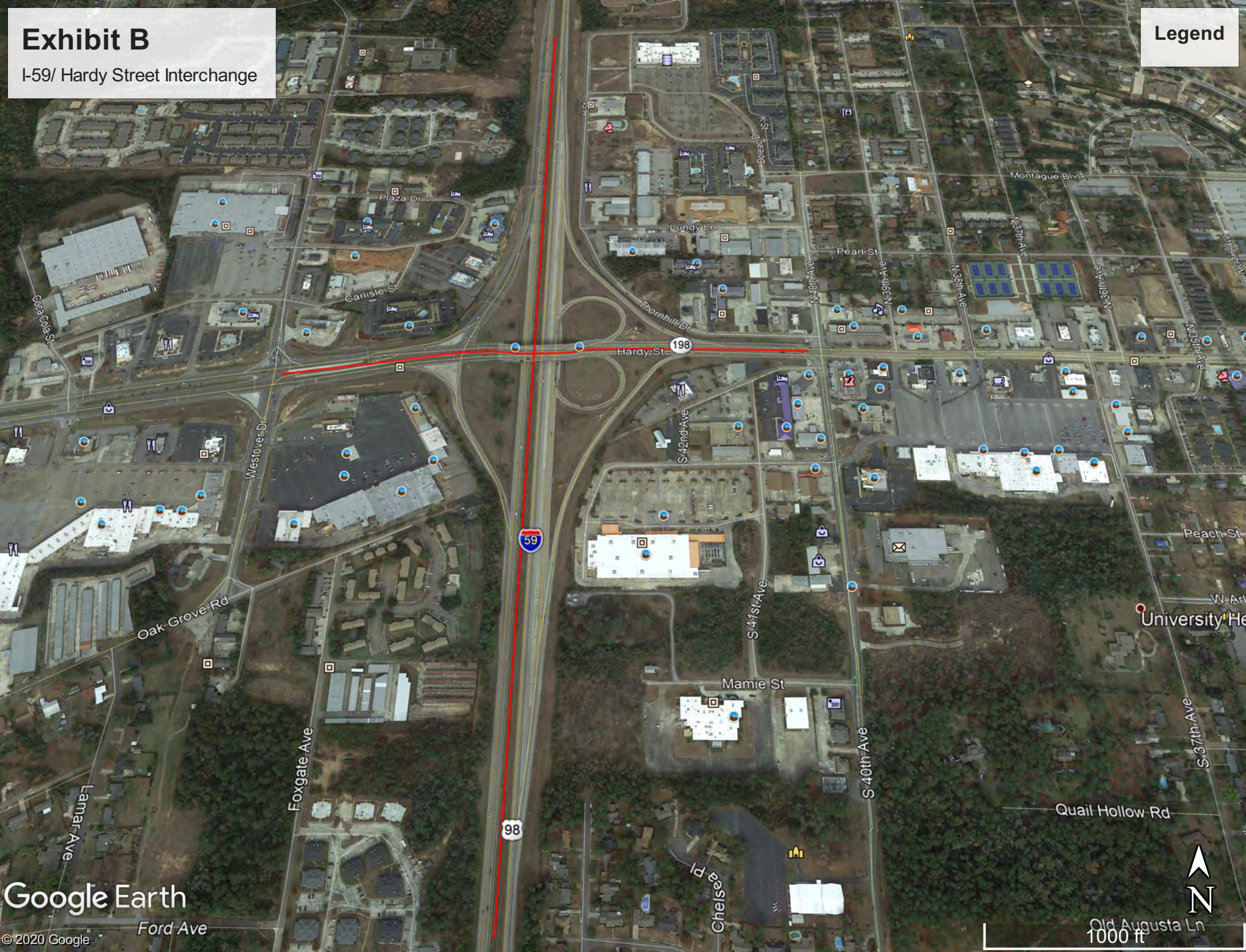


Exhibit B

I-59/ Hardy Street Interchange

Legend



Google Earth

© 2020 Google

Exhibit C

US Hwy 49 and Hwy 11 Interchange
"Cloverleaf Interchange"

Legend



Google Earth

© 2021 Google



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 2, 2021

Re: Approve Change Order No. 1 with Hanco Corporation on the Fire Station No. 9 Project in the amount of \$3,943.00 to provide for lighting of the flag pole and the addition of 50 days to the contract time due to inclement weather conditions; Authorize Mayor to execute in duplicate.
File Number: 2021-151
Minute Book #

Summary

Approve Change Order No. 1 with Hanco Corporation on the Fire Station No. 9 Project in the amount of \$3,943.00 to provide for lighting of the flag pole and the addition of 50 days to the contract time due to inclement weather conditions; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 2, 2021 City Council meeting for consideration.

**AIA®****Document G701™ – 2017****Change Order****PROJECT: (Name and address)**

Fire Station No. 9
City of Hattiesburg
Hattiesburg, Mississippi

CONTRACT INFORMATION:

Contract For: General Construction
Date: February 11, 2020

CHANGE ORDER INFORMATION:

Change Order Number: 001
Date: February 23, 2021

OWNER: (Name and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ARCHITECT: (Name and address)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402

CONTRACTOR: (Name and address)

Hanco Corporation
P.O. Box 17678
Hattiesburg, MS 39404

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Provide and install flag pole lighting as indicated on attached plan for an increase in cost of \$3,943.00. The work required is shown in request for pricing dated January 29 and the cost illustrated by the contractor's breakdown dated February 9. (attached)

Partial consideration of rain days documented during the course of construction. A total of 103 days have been documented to date, with contractor evaluating status of the project and requesting an added 50 days, increasing the contract time to a completion date of April 30. Letter requesting these days is attached, dated February 9, 2021.

The original Contract Sum was	\$ 2,389,900.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,389,900.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,943.00
The new Contract Sum including this Change Order will be	\$ 2,393,843.00

The Contract Time will be increased by Fifty (50) days.

The new date of Substantial Completion will be April 30, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Landry Lewis Germany Architects, P.A.

ARCHITECT (Firm name)

Hanco Corporation

CONTRACTOR (Firm name)

City of Hattiesburg

OWNER (Firm name)

SIGNATURE

Shane Germany, Partner

PRINTED NAME AND TITLE

SIGNATURE

Chris Hudson, President

PRINTED NAME AND TITLE

SIGNATURE

Toby Barker, Mayor

PRINTED NAME AND TITLE

DATE

DATE

DATE



February 16, 2021

Re: Fire Station No. 9
Hattiesburg, Mississippi
CN 18-3707

City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403

Attn: Lamar Rutland

Dear Mr. Rutland:

Pursuant to your request, I have obtained pricing from the contractor to add lighting at the flagpole and to remove and restore the site where clearing and grubbing done earlier was not completed.

The contractor's request for additional cost associated with flag pole lighting of \$3,943.00 appears to be reasonable and fair. The work required is indicated by my request for pricing dated January 29 and the cost illustrated by the contractor's breakdown dated February 9. (attached)

Not Accepted.

~~The contractor submitted a proposal of \$6,237.00 for the removal of debris left during clearing the site prior to construction. We felt the cost was above what was anticipated and required the contractor to provide breakdowns indicating actual cost associated with the work and to seek a second quote to verify accuracy. The attached break down dated February 9 justifies the cost associated with the work requested by letter of January 20.~~

The contractor has also requested partial consideration of the rain days documented during the course of construction. A total of 103 days have been documented to date with contractor evaluating status of the project and requesting an added 50 days, increasing the contract time to a completion date of April 30. In consideration of the impact weather has had on the project, we consider the request justified and recommend acceptance as requested in his letter of February 9.

With all items above accepted, the contract sum would be increased by \$10,180.00 and the completion date extended to April 30. Please contact me at your earliest convenience with direction and/or approval and I will execute the change order indicated accepted items appropriately.

If you have any questions or require further information regarding these issues, please do not hesitate to contact this office.

Respectfully,

A handwritten signature in cursive script, appearing to read "Mark Henley".

Mark Henley
Contract Administrator

MLH/mlh
attachments



January 29, 2021

Re: Fire Station No. 9
City of Hattiesburg
Hattiesburg, MS
CN 19-3707

Hanco Corporation
P.O. Box 17678
Hattiesburg, MS 39404-7678

Attn: Steven Bridges

Steven:

Please submit a proposal for change order consideration for the additional work to provide and install 2 small grade mounted spot lights at the flagpole, mounted in concrete pedestals 12" X 12" – 12" deep. The fixtures should be equal to Cooper Lighting "Streetworks" Catalog Number UFLD-S-C15-E-U-33-C-BZ-7050. Two fixtures will be required, one at each side of the flag pole sidewalk, approximately 5' – 0" off the centerline of the walk. Extend existing controlled circuit from the easternmost site lighting fixture S-1. Route new ¾" conduit from that standard below grade with 2 No. 10, 1 No. 10 Ground to the new fixture locations.

We will provide detailed drawings of the pedestal and slip fitter mounting with the conduit routing shown for as-built drawings and record keeping if the additional cost is approved by the owner.

If you have any questions, please feel free to contact the office.

Sincerely,

Mark Henley
Contract Administrator

MLH/mlh



P.O. BOX 17678
HATTIESBURG, MS
39404

P 601.583.6500
F 601.583.6503

February 9, 2021

ATTN: Mark Henley
Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402

Project: Fire Station No. 9 – City of Hattiesburg
RE: Proposed Change Order #006 – Add Flagpole Lighting

Dear Mr. Henley:

Please accept this letter as our proposal to make the following changes:

- Add flagpole lighting per attached letter from LLG dated January 29, 2021 and per attached lighting cut sheets.

PCO #006 – Add flagpole lighting:

Total Increase \$ 3,943.53

This change would result in an additional 0 days to the contract time and increase the total contract amount \$3,943.53. Please let us know how to proceed as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "S.W. Bridges".

Steven W. Bridges
Hanco Corporation

Fire Station No 9		PCO 006
Add flagpole lighting per letter from LLG dated 1/29/21. Lights are		
No.	Item	Total
	GC Direct Cost	
	Labor - Concrete Pedestals	\$250.00
	Material - Concrete Pedestals	\$250.00
	Cleanup	\$100.00
	Tax, Bond and Insurance	\$48.00
	Subtotal:	\$648.00
	15% OHP	\$97.20
	Subtotal:	\$745.20
	Subcontractors Direct Cost	
	Leaf River Electric (see attached)	\$2,820.40
	Tax, Bond and Insurance	\$225.63
	Subtotal:	\$3,046.03
	5% OHP on Subcontractor Cost	\$152.30
	Total	\$3,943.53

LEAF RIVER

ELECTRIC

1545 SCR 82

Taylorsville, MS 39168

Phone: (601) 382-1009 / (601) 954-5646

Certificate of Responsibility #20683-MC

Hanco Corp.
Attn: Steven Bridges

February 8, 2021

RE: Hattiesburg Fire Station No. 9 / Change Order Proposal for Adding two (2) Flagpole Lights.

\$ 664.00 – Fixtures
\$ 730.00 – Labor
\$ 470.00 – Equipment/Fuel
\$ 700.00 – Material
\$ 2,564.00 – Total
\$ 256.40 – 10% OH & Profit
\$ 2,820.40 – Total

Total Change
Order Amount:
\$2,820.40

Signature: Jason Glenn

DESCRIPTION

Combining value and performance in a compact, robust design, the Night Falcon low wattage LED floodlight luminaire delivers superior uniformity and excellent illumination to the targeted application. The rugged, die-cast housing is IP66 rated for exceptional durability and long term reliability. Available in several mounting configurations and weighing less than 14 pounds, this fixture provides you with design flexibility while simplifying installation. The low wattage LED floodlight can be wall, ground, or pole mounted, making it ideal for all commercial, industrial, and residential low wattage floodlighting applications.

SPECIFICATION FEATURES

Construction

Heavy-duty, die-cast aluminum housing, driver compartment and driver housing door. The housing, driver compartment and optical chamber are IP66 rated. Access to the driver for maintenance is achieved with a removable driver door using pan head screws. A one-piece silicone gasket seals the door to the fixture housing. Suitable for mounting within 4' (1.2m) of the ground.

Optics

The LED chamber incorporates a vacuum metalized reflector that provides high-efficiency illumination. Optics are precisely designed to shape the wide NEMA type 6H x 6V distribution, maximizing efficiency and application spacing. A 3H x 3V distribution is available for lighting tall, narrow surfaces. Clear glass tempered lens with full circumference form-in-place silicone gasket protects the optics from damage. Offered standard in 4000K (+/- 275K) CCT and minimum 70 CRI optional. Optional 5700K CCT, 3000K CCT, 5000K CCT minimum 70 CRI are available.

Electrical

LED driver is mounted to the removable die-cast aluminum door

for optimal heat sinking and ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. Integral 3kV surge is standard. 10kV MOV surge protection is available. 0-10V dimming driver is available. Button photocontrols are available in 120V and 208-277V. Suitable for ambient temperatures from -40°C to 40°C. Optional 50°C HA (high ambient) available. 93% lumen maintenance greater than 50,000 hours per IESNA TM-21.

Accessories

Heavy-duty steel top and side visors control glare and spill light. 1/8" thick UV stabilized vandal guard shields glass lens from impact when mounted at low levels. Easy to install wire guard features a heavy-gauge welded construction with corrosion resistant polyester powder coat finish to protect glass from projected objects.

Mounting

Heavy-gauge steel trunnion-mount utilizes interlocking slide adjustment and is supplied with 3 feet of pre-wired SOW, wet location rated cord. Trunnion base can be lag bolted to any surface and is 3G vibration rated (ANSI C136.31). Heavy-duty, die-cast aluminum knuckle base utilizes

Catalog #	Type
Project	
Comments	Date
Prepared by	

tooth-lock adjustment with visual 5° adjustment indicators that allow for 180° rotation of the luminaire. Knuckle fits 1/2" NPT available mounting junction box cover (supplied by others) and is secured with supplied locking nut and is 1.5G vibration rated. A die-cast aluminum slipfitter with a tooth lock adjustment that can be adjusted in 5° increments is available and is 1.5G vibration rated.

Finish

Housing and cast parts finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Standard color is carbon bronze. Additional colors available in summit white, white, grey, bronze, black, dark platinum and graphite metallic. Consult your lighting representative at Cooper Lighting Solutions for a complete selection of standard colors.

Warranty

Five-year warranty.



NFFLD-S NIGHT FALCON SMALL

Solid State LED

FLOODLIGHT



CERTIFICATION DATA

UL/cUL Wet Location Listed
IP66 Fixture and Optical Chamber
LM79/LM80 Compliant
1.5G Vibration Rated - Knuckle Mount
3.0G Vibration Rated - Slipfitter Mount
3.0G Vibration Rated - Trunnion Mount
RoHS Compliant
DesignLights Consortium® Qualified*

ENERGY DATA

Electronic LED Driver
> 0.9 Power Factor
< 20% Total Harmonic Distortion
120V 50/60Hz, 347V/60Hz and 480V/60Hz
-40°C Min. Ambient Temperature Rating
+40°C Max. Ambient Temperature Rating

EPA

Effective Projected Area (Sq. Ft.): 0.55

SHIPPING DATA

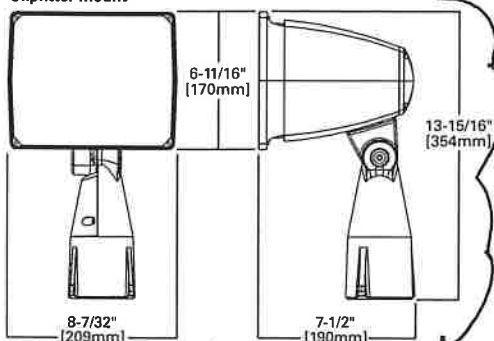
Approximate Net Weight:
13 lbs. (6 kgs.)



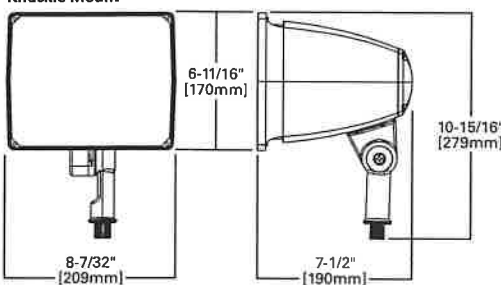
TD506011EN
January 7, 2020 4:37 PM

DIMENSIONS

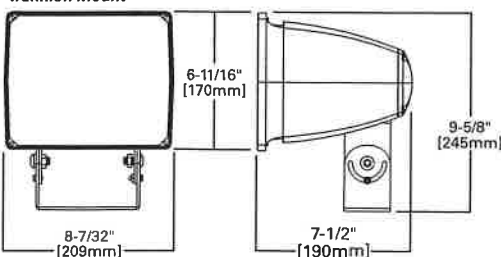
Slipfitter Mount



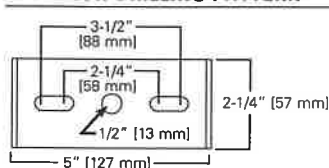
Knuckle Mount



Trunnion Mount

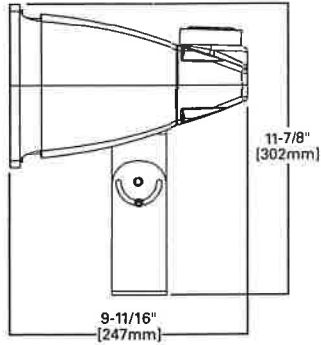


TRUNNION DRILLING PATTERN



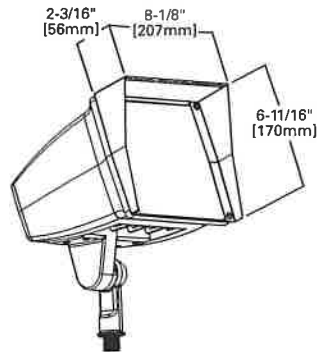
OPTION

NEMA Twistlock Photocontrol Receptacle

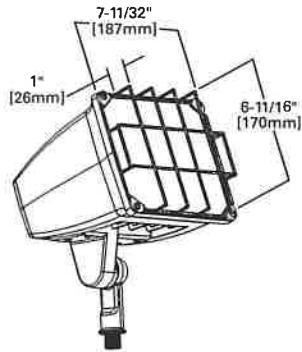


ACCESSORIES

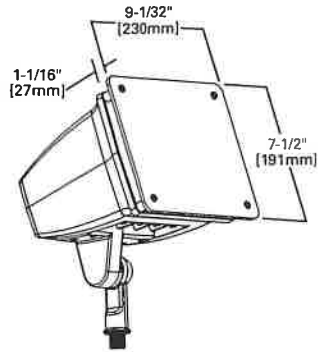
Top and Side Visors



Wire Guard



Vandal Shield



POWER AND LUMENS

	6 x 6				3 x 3			
C70 LED	NFFLD-S-C70	NFFLD-S-C70-7060	NFFLD-S-C70-7050	NFFLD-S-C70-7030	NFFLD-S-C70	NFFLD-S-C70-7060	NFFLD-S-C70-7050	NFFLD-S-C70-7030
Delivered Lumens	2,682	2,656	2,760	2,632	2,883	2,824	2,935	2,799
CCT (Kelvin)	4000K	5700K	5000K	3000K	4000K	5700K	5000K	3000K
CRI (Color Rendering Index)	70	70	70	70	70	70	70	70
NEMA Distribution (H x V)	6H x 6V	6H x 6V	6H x 6V	6H x 6V	3H x 3V	3H x 3V	3H x 3V	3H x 3V
Power Consumption (Watts)	20	20	20	20	26	26	26	26
C15 LED	NFFLD-S-C15	NFFLD-S-C15-7060	NFFLD-S-C15-7050	NFFLD-S-C15-7030	NFFLD-S-C15	NFFLD-S-C15-7060	NFFLD-S-C15-7050	NFFLD-S-C15-7030
Delivered Lumens	5,797	5,741	6,066	5,785	5,499	5,386	5,596	5,337
CCT (Kelvin)	4000K	5700K	5000K	3000K	4000K	5700K	5000K	3000K
CRI (Color Rendering Index)	70	70	70	70	70	70	70	70
NEMA Distribution (H x V)	6H x 6V	6H x 6V	6H x 6V	6H x 6V	3H x 3V	3H x 3V	3H x 3V	3H x 3V
Power Consumption (Watts)	51	51	51	51	52	52	52	52

LUMEN MAINTENANCE

Ambient Temperature	TM-21 Lumen Maintenance (50,000 Hours)	Theoretical L70 (Hours)
NFFLD-S-C15-33 (3 x 3 Spot)		
25°C	> 94.74%	> 336,000
40°C	> 93.37%	> 264,000
NFFLD-S-C15-66 (6 x 6 Wide)		
25°C	> 95.53%	> 399,000
40°C	> 95.10%	> 362,000
50°C	> 94.60%	> 324,000

CURRENT DRAW

Voltage (V)	6 x 6		3 x 3	
	NFFLD-S-C70 Current (A)	NFFLD-S-C15 Current (A)	NFFLD-S-C70 Current (A)	NFFLD-S-C15 Current (A)
120V	0.15	0.45	0.21	0.46
208V	0.09	0.25	0.13	0.26
240V	0.08	0.22	0.11	0.23
277V	0.07	0.19	0.10	0.20
347V	0.06	0.16	0.10	0.21
480V	0.05	0.13	0.07	0.22

LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
10°C	1.03
15°C	1.02
25°C	1.00
40°C	0.97
50°C	0.96

CONTROL OPTIONS**0-10V (D)**

This fixture is offered with 0-10V dimming driver(s). The dimming option provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

Photocontrol (PER and PER7)

Photocontrol receptacles (PER and PER7) provide a flexible solution to enable “dusk-to-dawn” lighting by sensing light levels. Advanced control systems compatible with NEMA 7-pin standards can be utilized with the PER7 receptacle.

WaveLinx Wireless Outdoor Lighting Control Module (WOLC-7P-10A)

The 7-pin wireless outdoor lighting control module enables WaveLinx to control outdoor area, site and flood lighting. WaveLinx controls outdoor lighting using schedules to provide ON, OFF and dimming controls based on astronomic or time schedules based on a 7 day week.

ORDERING INFORMATION

Sample Number: NFFLD-S-C15-D-UNV-66-S-CB-PC1

Product Family ¹	Light Engine ²	Driver ³	Voltage	Distribution	Mounting	Color
NFFLD-S=Night Falcon Small	C70=2,700 Nominal Lumens C15=5,900 Nominal Lumens	D=Dimming (0-10V)	UNV=Universal 120-277V 347=347V ⁴ 480=480V ^{3,5}	33=NEMA 3H x 3V ⁶ 66=NEMA 6H x 6V Wide	S=Slipfitter ⁷ T=Trunnion KNC=Knuckle	CB=Carbon Bronze (Standard) BK=Black BZ=Bronze AP=Gray WH=White WHT=Summit White DP=Dark Platinum GM=Graphite Metallic
Options (Add as Suffix)				Accessories (Order Separately) ¹³		
7030=70 CRI / 3000K ⁸ 7050=70 CRI / 5000K ⁸ 7060=70 CRI / 5700K ⁸ 10MSP=10kV MOV Surge Protection HA=50°C High Ambient Temperature ⁹ PC1=Button Type Photocontrol - 120V ¹⁰ PC2=Button Type Photocontrol - 208-277V ¹⁰ PER= 3-PIN Twistlock Photocontrol Receptacle ¹¹ PER7=7-PIN Twistlock Photocontrol Receptacle ^{11, 12}				RAB-XX=Right Angle Pipe Bracket for Slipfitter SAB-XX=Steel Angle Bracket for Trunnion TS2LW-NFFLD-XX=Top and Side Visors ¹⁴ VSLW-NFFLD=Vandal Shield ¹⁴ WGLW-NFFLD=Wire Guard ¹⁴ WOLC-7P-10A=WaveLinx Outdoor Control Module (7-pin) ¹⁵		

NOTES:

- DesignLights Consortium* Qualified and classified for both DLC Standard and DLC Premium, refer to www.designlights.org for details.
- Standard 4000K CCT and minimum 70 CRI. Consult IES file for actual lumen output.
- Consult factory for driver surge protection values.
- 347V only available with PC2.
- Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
- Nominal lumen values are lower for the spot optic distribution see lumen table.
- Fits 2-3/8" O.D. tenon, wire leads runs through bottom of slipfitter.
- Extended lead times apply. Use dedicated IES files for 3000K, 5000K and 5700K when performing layouts. These files are published on the Night Falcon Small luminaire product page on the website.
- HA option not available with 3x3 configurations.
- Cannot order button photocontrol with C15 lumen package and 480V (PC1 or PC2).
- Requires extended back box.
- Require 0-10V dimming driver.
- Replace XX with color designation. Additional brackets and adaptors available on the poles product page on the website.
- Cannot combine TS2LW (Top and Side Visor), VSLW (Vandal Shield), or WGLW (Wire Guard), limited to one external guard per fixture.
- Requires 7-pin NEMA twistlock photocontrol receptacle. The WOLC-7 cannot be used in conjunction with additional sensors or controls.

STOCK ORDERING INFORMATION

Stock Sample Number: NFFLD-S-C15-T-UNV

Series	Light Engine	Mounting	Voltage	Options (Add as Suffix)
NFFLD-S=Night Falcon Small	C70=2,700 Nominal Lumens C15=5,900 Nominal Lumens	T=Trunnion KNC=Knuckle	UNV=Universal 120-277V 347=347V	PC1=Button Type Photocontrol - 120V PC2=Button Photocontrol - 207-277V

NOTES: Options not available with stock products. Order accessories as separate items for field installation. Refer to standard ordering information to add options. Refer to In-Stock Guide for availability. Stock fixture is 4000K, non-dimming, 6x6 distribution, 120-277V or 347V, carbon bronze only. 347V only available with PC2.



P.O. BOX 17678
HATTIESBURG, MS
39404

P 601.583.6500
F 601.583.6503

February 9, 2021

ATTN: Mark Henley / Shane Germany
Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402

Project: Fire Station No. 9 – City of Hattiesburg
Re: Time Extension for Rain Days/Inclement Weather

Mr. Henley / Mr. Germany:

The current completion date for the Fire Station No. 9 project is March 11, 2021. We have documented 103 rain days so far for this project through January 15, 2021, that we have documented each month with the Monthly Pay Application.

We request that the contract completion date be extended by 50 days to April 30, 2021. Please let me know when this can be incorporated into the contract and let me know if you have any questions.

Thanks in advance for your consideration!

Sincerely,

A handwritten signature in black ink, appearing to read "S. W. Bridges".

Steven W. Bridges
Estimator / Project Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 2, 2021

Re: Approve Professional Services Agreement with Neel-Schaffer, Inc. for design and environmental services for elements of the Gordon Creek Commons Project associated with the MDOT grant for said project; Authorize Mayor to execute in triplicate.
File Number: 2021-138
Minute Book #

Summary

Approve Professional Services Agreement with Neel-Schaffer, Inc. for design and environmental services for elements of the Gordon Creek Commons Project associated with the MDOT grant for said project; Authorize Mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 2, 2021 City Council meeting for consideration.

February 18, 2021

Honorable Toby Barker
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: GORDON'S CREEK COMMONS
LETTER AGREEMENT FOR PROFESSIONAL SERVICES

Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional engineering services to the City of Hattiesburg in reference to the Gordon's Creek Commons Project. Our services will be provided for a fixed fee of \$141,441.00 and will be in accordance with Exhibit A – Scope of Work, Exhibit B – Project Map and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement.

Please indicate your acceptance of this Agreement by executing all three (3) original documents and returning one to our office. Thank you for the opportunity to be of continued service to the City of Hattiesburg.

Sincerely,

Neel-Schaffer, Inc.



Geoffrey Crosby, P.E.
Senior Project Manager

ACCEPTED:

BY: _____ DATE: _____

Attachments

EXHIBIT A

Scope of Work

This PROJECT includes sidewalk, pedestrian bridge, pedestrian boardwalk, trail gateway, and pathway lighting along Gordon's Creek as shown in Exhibit B – Project Location Map.

The CONSULTANT shall prepare all plans, specifications, and provide an Opinion of Probable Cost (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT on behalf of the Local Public Agency (LPA) in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
4. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;

GENERAL REQUIREMENTS:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of the project shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; and the Manual on Uniform Traffic Control Devices (MUTCD). The latest edition of the aforementioned documents shall be used.

This project shall be performed using English units.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants. As a minimum, the Scope of Work shall be divided into the following phases:

FIELD REVIEW PLANS

Part 1 -- Pre-Design Conference

Part 2 -- Conceptual Plans

Part 3 -- Field Inspection Plans

Part 4 -- Office Review Plans

Part 5 -- Final Contract Plans

FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans.

FIELD REVIEW PLANS:

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss LPA procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the Project Director shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

Part 2 - CONCEPTUAL PLANS

The CONSULTANT shall prepare and submit conceptual plans for the project to include, where applicable:

- A. **CONCEPTUAL PLANS:** Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, special design sheets where needed, phase construction sheets as required (plan & elevation).

Part 3 - FIELD INSPECTION PLANS

The CONSULTANT shall prepare and submit field inspection plans in accordance with the LPA'S format based on the approved conceptual plan. The field inspection plans shall contain, as a minimum:

- A. **FIELD INSPECTION PLANS:** Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, preliminary pavement marking sheets, size and location of all drainage structures, as well as any traffic control that will be required during construction. Cross drain structures shall be plotted on the cross sections.

After the field review is conducted, the CONSULTANT shall provide the LPA with written updated construction opinion of probable cost. This OPC shall be based on historical cost data from similar MDOT projects.

Part 4 - OFFICE REVIEW PLANS

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans for review by the LPA. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Office Review. In the office review, the LPA shall review and mark the plans with all required revisions.

After the Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction opinion of probable cost. This OPC shall be based on the plan quantities and historical cost data for the pay items.

Part 5 - FINAL CONTRACT PLANS

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

- A. **FINAL CONTRACT PLANS:** Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; and all notes and data used to develop the plans.

ADVERTISEMENT:

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

Additional Items included in the scope of work:

1. Completion of forms LPA-100, LPA-700, and Env-160
2. Completion of Sampling and Testing Proposal
3. Assist in the bid opening and prepare items for concurrence to award the project
4. No Rise evaluation
5. Boundary Survey of the Project Limits and survey plats
6. Cultural Resource Survey
7. Wetland delineation
8. Threatened and Endangered Species

Items Not included in the scope of work:

1. Right-of-way Acquisition Services
2. Environmental Assessment / Environmental Impact Statement
3. Re-bidding the Project
4. Traffic Study
5. LOMR/CLOMR

Exhibit B



GORDON'S CREEK COMMONS - SITE PLAN FOR TAP APPLICATION
CITY OF HATTIESBURG, MS

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other, nor is the relationship a fiduciary relationship between Engineer and Client. The Engineer shall not be considered to be the agent of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of the Engineer.** Engineer will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed review or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's

services, or any defect or nonconformance in the work of any construction contractor.

The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Clients' contractors or subcontractors to notify the Engineer shall relieve the Engineer of any liability for costs of remedying the defects about the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Owner further acknowledges that any reports or studies prepared by Engineer are intended solely for the Owner's use and information, and the Owner shall defend and indemnify Engineer from any liabilities arising out of other entities' reliance on such reports or studies.
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

Engineer's indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the Client and Engineer as set forth in Section 21, "Risk Allocation" of this Agreement.

Client waives any rights or claims for damage to persons or property that it or any of its successors in interest or insurers may have against Engineer for any claim or action arising out of Engineer's scope of services related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and

EXHIBIT C

GENERAL TERMS AND CONDITIONS

from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments, the Engineer, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges, without recourse to the Client for loss or damage caused by such suspension. The Client further waives any and all claims against the Engineer for any such suspension. Payment for Engineer's services is not contingent on any factor, except the Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the Engineer in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in no other venue other than the Circuit Court of Madison County, Mississippi, or the United States District Court which includes within its geographical Division, Madison County, Mississippi; and shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

By entering into this agreement, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst and between them, to include the Contractor's individual Shareholders, Directors and Officers, decided, heard or adjudged by a trial by jury.

Client or Engineer gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

29. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.
30. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
31. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
32. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
33. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
34. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Engineer the following information relative to the Project Owner: Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
35. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Engineer.
36. **Course of Dealing.** Client and Engineer agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, March 2, 2021

Re: Approve Memorandum of Understanding with the Department of Finance & Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$500,000 for the disbursement of said funds to assist the City of Hattiesburg in paying costs of construction, furnishing and equipping of an education center and related facilities at the Hattiesburg Zoo, as appropriated in Senate Bill No. 2969 of the 2020 legislative session and authorize the Mayor to execute the same.
File Number: 2021-134
Minute Book #

Summary

Authorize Mayor to execute MOU and transfer request letter to the Department of Finance & Administration to initiate disbursement of funds in the amount of \$500,000 for an education center at the Hattiesburg Zoo, as appropriated in SB 2969 of the 2020 legislative session.

Recommendation Statement

I recommend execution of the MOU and transfer request letter to obtain funds for an education center at the Hattiesburg Zoo, in the amount of \$500,000, as authorized in SB 2969 of the 2020 legislative session.

Please place this on the March 2, 2021 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the City of Hattiesburg for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Hattiesburg in paying costs associated with the local project (hereinafter the "Project") specified in Section 28(oo) of Senate Bill 2969, 2020 Regular Legislative Session, Laws of 2020, (hereinafter the "Act"). This MOU is entered into pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$500,000 (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)**

RECITALS

WHEREAS, Section 28 of Senate Bill 2969, 2020 Regular Legislative Session authorized expenditures from the State BP Settlement Fund, as created in Section 27-103-302.1, Mississippi Code of 1972, as amended, for certain projects; and

WHEREAS, pursuant to Section 28(oo) of the Senate Bill 2969, 2020 Regular Legislative Session, Laws of 2020, the Legislature has appropriated funds to the City of Hattiesburg to pay the costs of the Project; and

WHEREAS, the City of Hattiesburg shall maintain the Project Funds in a separate bank account; and

WHEREAS, the Act authorizes the DFA, within its discretion, to disburse monies in the State BP Settlement Fund to pay the costs of the Project; and

WHEREAS, the DFA has requested the City of Hattiesburg to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

WHEREAS, the City of Hattiesburg agrees to make every effort to expend the funds within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, the City of Hattiesburg agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, said funds shall be returned to the DFA to be returned to the State BP Settlement Fund; and

WHEREAS, the City of Hattiesburg agrees to provide quarterly notarized reports to the DFA that summarized the expenditure of the Project Funds and also provides an update on the status of the Project. The quarterly reports must be provided on a form

prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and the City of Hattiesburg that the funds on deposit in the State BP Settlement Fund for City of Hattiesburg should be disbursed to the City of Hattiesburg and that the City of Hattiesburg shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF HATTIESBURG AS FOLLOWS:

Section 1. Each and all of the facts and finding set forth in the preamble clauses of this Memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

Section 2. The DFA, pursuant to the Act, shall disburse the Project Funds from the State BP Settlement Fund upon written request of the City of Hattiesburg to pay the costs associated with the Project.

Section 3. The City of Hattiesburg certifies and agrees to make every effort to use all funds received from the State BP Settlement Fund within the recommended thirty-six (36) month time period from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Hattiesburg to adhere to any provision within this MOU may result in immediate action by the State to recover any unexpended funds.

Section 4. The City of Hattiesburg agrees to properly and competitively execute such procurements in accordance with State law. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of the same. Further, the City of Hattiesburg agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with the law and the recitals of this MOU.

Section 5. The City of Hattiesburg agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide the DFA with a final report summarizing the expenditures and use of the State Fund proceeds no more than thirty (30) days after final expenditure of the Project Funds.

Section 6. The City of Hattiesburg agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the State BP Settlement Fund sufficient to satisfy and confirm, to DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 7. The City of Hattiesburg agrees to administer the Project with respect to construction to be completed in accordance with the State procurement laws.

Section 8. The City of Hattiesburg agrees that if any proceeds from the Project Fund are remaining at the completion of the Project, said funds shall be returned to the DFA to be returned to the State BP Settlement Fund.

Section 9. All notices or information pursuant to this MOU shall be provided as follows:

Toby Barker, Mayor
Post Office Box 1898
Hattiesburg, Mississippi 39401
601-545-4501
ceverett@hattiesburgms.com

Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
(For submission of reports and questions regarding funding)
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-3402
Facsimile: 601-359-2405
Email: SB2969@dfa.ms.gov

Section 10. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF HATTIESBURG

By: _____
Toby Barker, Mayor

Date: _____



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

February 22, 2021

Mrs. Gilda Reyes, Bond Advisory Director
Department of Finance and Administration
501 North State Street, Suite 1301
Jackson, Mississippi 39201

RE: Request for Project Funding
City of Hattiesburg

Dear Mrs. Reyes:

We are requesting that you transfer to City of Hattiesburg
\$ 500,000 of State Funds authorized by Section 28(oo) Senate Bill
2969, 2020 Regular Legislative Session, for the
City of Hattiesburg.

Our electronic payment information is as follows:

Bank Name: Trustmark National Bank
Account #: 4800126805
Routing #: 065300279
MAGIC Vendor#: 3100021448

We appreciate your assistance.

Toby Barker, Mayor



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION
LIZ WELCH
EXECUTIVE DIRECTOR

Please provide the following information in the space provided and return this form along with the requested information to the Bond Advisory Division of the Department of Finance and Administration

Contact Information:

Legal Name of Organization: City of Hattiesburg

DBA Name of Organization (if applicable): _____

Form of Organization (ex. 501(c)(3), governmental, etc.): governmental

Governing Authority (ex. board of supervisors): Mayor-council

Primary Contact:

Name: Connie Everett

Job Title: Interim CFO

Mailing Address: PO Box 1898
Hattiesburg, MS 39403

Phone Number: 6015501016

Email: ceverett@hattiesburgms.com

Secondary Contact:

Name: Ann Jones

Job Title: CAO

Mailing Address: PO Box 1898
Hattiesburg, MS 39403

Phone Number: 6015454503

Email: annjones@hattiesburgms.com

Start Date of Project (actual or projected): May 1, 2021

Completion Date of Project (actual or projected): December 31, 2021

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Hattiesburg

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► **governmental**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 1898

6 City, state, and ZIP code
Hattiesburg, MS 39403-1898

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

6	4	-	6	0	0	0	4	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► *Copie Everett*

Date ► *2/22/21*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, March 2, 2021

Re: Approve Agreement with Landry Lewis Germany Architects, P.A. for services related to the design and renovation for the Dabbs Street Community Center and authorize the Mayor to execute in duplicate. {CDBG}
File Number: 2021-132
Minute Book #

Summary

Design work, bid preparation, and construction administration for the renovation of the Dabbs Street Community Center facility. {CDBG}

Recommendation Statement

I recommend placing this item on the upcoming City Council agenda.

Please place this on the March 2, 2021 City Council meeting for consideration.

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Second day of March in the year Two Thousand Twenty-One
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address and other information*)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

and the Architect:
(*Name, legal status, address and other information*)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402
Telephone Number: 601-271-7711

for the following Project:
(*Name, location and detailed description*)

Katie Dabbs Community Center Renovations
1102 Dabbs Street
Hattiesburg, Mississippi 39401
CN 21-3823

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Adaptive re-use renovation to an existing church facility for use as a community center and multipurpose space. Scope of work to include minor reconfiguration of partitioned spaces, restroom, and egress upgrades to the existing building

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Andrew Ellard, Director of Urban Development
or such other person as may be identified.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

Init.

.2 Civil Engineer:

To be determined

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

To be determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Shane Germany, AIA, or such other person as may be identified.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined

.2 Mechanical Engineer:

To be determined

.3 Electrical Engineer:

To be determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars - Two Million Dollars (\$ One Million Dollars - Two Million Dollars) for each occurrence and One Million Dollars - Two Million Dollars (\$ One Million Dollars - Two Million Dollars) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ One Million Dollars) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 N/A

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 upon request

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent

tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 As Needed (As Needed) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Ten Percent (10%) of fee for work not completed based on the compensation percentages.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

Eight (8.00) % of the Cost of the Work minus \$4900 credit for work completed under separate contract for pre-liminary design, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

See attached letter dated February 16, 2021.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Principal/Architect	\$200.00 per hour
Project Manager	\$165.00 per hour
Construction Administration	\$180.00 per hour
Senior Drafting	\$140.00 per hour
Drafting	\$115.00 per hour
Clerical	\$90.00 per hour

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Rates as listed in Section 11.3

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- ☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

- ☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Toby Barker, Mayor

(Printed name and title)

ARCHITECT (Signature)

Shane Germany, Partner

(Printed name, title, and license number, if required)

February 16, 2021

Re: Katie Dabbs Community Center,
Renovation of Pathways Church

Contact Representative:

Andrew Ellard, Director of Urban Development
City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401

Attn: Mr. Ellard

Per your request, please consider this summary letter of engagement for the above referenced project. The scope of work for the project shall include full architectural services as described in the Standard Form of Agreement between Owner and Architect, AIA Document B101-2017. A brief summary of our services shall include:

1. Design & Construction Documents: Design services resulting in the development of construction documents and specifications to include all requisite electrical, mechanical, and structural work as required to obtain competitive public bids in accordance with all applicable laws.
2. Bidding & Negotiation: Assistance with the contracts for construction and professional oversight throughout the bid process which shall include clarifications and responses to all inquiries related to the project, RFI's, Addendums, acceptance of the bids, and recommendations for award of the contract.
3. Construction Administration: Administrative oversight throughout the entire construction phase to ensure that the contractor delivers the work in accordance with the contract requirements.

Our fees for this work will be calculated at 8% of the construction cost as bid, adjusted for changes in the work. Our preliminary estimate for construction is \$400,000 for an anticipated fee of \$32,000. Additional services which are not part of the Basic Services described in AIA B101-2017 as executed will be provided at your request on an hourly basis at the rates listed there-in. We are prepared to credit \$4,900 for pre-design services already completed for this project under separate contract.

Not included in our scope of services are existing conditions reports, soil borings, asbestos reports, or any civil engineering services, surveying, or other professional services which are the responsibility of the Owner as described in AIA B101-2017.

Thank you for the opportunity to submit this proposal. Please contact me if you have any questions.

Best Regards,



Shane Germany, AIA
Landry Lewis Germany Architects, P.A.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, March 2, 2021

Re: Approve Agreement with Major Design Studio, PLLC for services related to the design and construction on the second floor of the Hub City Transit facility and authorize the Mayor to execute in duplicate.
File Number: 2021-133
Minute Book #

Summary

Design, bid preparation, and construction oversight related to the completion of the second floor of the Hub City Transit facility.

Recommendation Statement

I recommend including this item on the upcoming council agenda.

Please place this on the March 2, 2021 City Council meeting for consideration.



AIA[®] Document B108[™] – 2009

Standard Form of Agreement Between Owner and Architect for a Federally Funded or Federally Insured Project

AGREEMENT made as of the Second day of March in the year Two Thousand Twenty-One

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Hattiesburg
200 Front Street Hattiesburg, Mississippi 39401
Telephone Number: 601.545.4500

and the Architect:
(Name, legal status, address and other information)

Major Andrews IV, Major Design Studio, PLLC
1204 2nd Avenue North
Columbus, Mississippi 39701
Telephone Number: 662.798.0836
Fax Number: 662.798.0839

for the following Project:
(Name, location and detailed description)

Hub City Transit's Operations and Maintenance Facility
Hattiesburg, Mississippi
The design and engineering of the build-out of the second floor of 2,130 square feet of the office area.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 OPTIONAL SERVICES AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The design and engineering of the build-out of the second floor of 2,130 square feet of the office area. The estimated cost of construction is \$150,000.

§ 1.2 Check one box below to indicate whether the Owner will provide estimates of the Cost of the Work or whether the Architect will provide estimates of the Cost of the Work:

☐ Owner-provided estimates

☒ Architect-provided estimates

§ 1.3 The Owner's anticipated dates for commencement of construction, Substantial Completion, and final completion of the Work are set forth below:

.1 Commencement of construction date:

July 6, 2021

.2 Substantial Completion date:

October 4, 2021

.3 Final completion date:

Init.

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User Notes:

(3B9ADA4E)

November 3, 2021

§ 1.4 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

2,000,000.00 General Aggregate

.2 Automobile Liability

1,000,000.00

.3 Workers' Compensation

1,000,000 each Accident

.4 Professional Liability

1,000,000.00 Per Occurrence

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Optional Services and Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the

commencement of construction and for Substantial Completion and final completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and

describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall submit the Design Development Documents to the Owner and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner and request the Owner's approval.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

Init.

- § 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by
- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
 - .2 organizing and participating in selection interviews with prospective contractors; and
 - .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 OPTIONAL SERVICES AND ADDITIONAL SERVICES

§ 4.1 Optional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Optional Services only if specifically designated in the table below as the Architect's responsibility.

(Designate the Optional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Optional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Owner	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	NP	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	NP	
§ 4.1.6 Building Information Modeling (E202™–2008)	Architect	

§ 4.1.7	Civil engineering	NP	
§ 4.1.8	Landscape design	NP	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Architect	
§ 4.1.10	Value Analysis (B204™–2007)	NP	
§ 4.1.11	Detailed cost estimating	NP	
§ 4.1.12	On-site project representation (B207™–2008)	NP	
§ 4.1.13	Conformed construction documents	Architect	
§ 4.1.14	As-designed record drawings	Architect	
§ 4.1.15	As-constructed record drawings	Architect	
§ 4.1.16	Post occupancy evaluation	NP	
§ 4.1.17	Facility Support Services (B210™–2007)	NP	
§ 4.1.18	Tenant-related services	NP	
§ 4.1.19	Coordination of Owner's consultants	Architect	
§ 4.1.20	Telecommunications/data design	Architect	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	NP	
§ 4.1.22	Commissioning (B211™–2007)	NP	
§ 4.1.23	Extensive environmentally responsible design	NP	
§ 4.1.24	LEED® Certification (B214™–2012)	NP	
§ 4.1.25	Fast-track design services	NP	
§ 4.1.26	Historic Preservation (B205™–2007)	NP	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	NP	

§ 4.2 Insert a description of each Optional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.2.1 Review Department of Labor Wage Rates.

4.2.2 Conduct Interviews.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.2 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 When the Owner has provided cost estimating services, making revisions in Drawings, Specifications, or other documents pursuant to Section 6.6;
- 3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- 4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- 5 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- 6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

Init.

- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twelve (12) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

Init.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 The Owner shall promptly notify the Architect of any direct communications between the Owner and the Contractor that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner, unless otherwise provided in Article 12, shall furnish all legal, accounting, planning, and other services and expenses required to prepare, present and process any application for governmental or private financing, mortgage insurance or subsidy.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Section 5.2. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work agreed to by the Architect.

§ 6.3 If the Owner is providing cost estimating services, the estimate of the Cost of the Work shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions. The Owner shall provide estimates of the Cost of the Work at intervals agreed upon by the Owner and the Architect. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to inaccuracies or incompleteness in the Owner's cost estimates. The Architect may review the estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If the Architect is preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect shall provide an initial estimate of the Cost of the Work at the conclusion of the Schematic Design Phase. The Architect shall update the estimate of the Cost of the Work at the conclusion of the Design Development and Construction Documents Phases.

§ 6.5 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.4, the Architect, subject to Section 4.3, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering

and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.6.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3 and Optional Services described under Section 4.1, the Owner shall compensate the Architect as follows:
(Insert stipulated amount of compensation.)

The Architect/Engineer Fee will be a lump sum of \$14,250

§ 11.2 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows regardless of whether federal funding or federally guaranteed insurance is available:
(Insert amount of, or basis for, compensation.)

See "Hourly Billing Rate" Section

§ 11.2.1 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 shall be the amount invoiced to the Architect plus One and one-tenth (1.10 %), or as otherwise stated below:

§ 11.3 Compensation for Basic and Optional Services is based on a stipulated sum. Unless otherwise indicated, compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15.00	%)
Design Development Phase	Twenty-Five	percent (	25.00	%)
Construction Documents Phase	Thirty-Five	percent (	35.00	%)
Bidding or Negotiation Phase	Five	percent (	5.00	%)
Construction Phase	Twenty	percent (	20.00	%)
Total Basic Compensation	One hundred	percent (	100	%)

§ 11.4 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Init.

Employee or Category	Rate (\$0.00)
Principal	\$185
Architect	\$125
Interior Designer	\$85
Intern Architect	\$65
Draftsperson	\$45
Administration	\$45

§ 11.5 Compensation for Reimbursable Expenses

§ 11.5.1 Reimbursable Expenses are in addition to compensation for Basic, Optional, and Additional Services, and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.5.2 For Reimbursable Expenses the Owner shall compensate the Architect as follows regardless of whether federal funding or federally guaranteed insurance is available. Compensation for Reimbursable Expenses shall be the expenses incurred by the Architect and the Architect's consultants plus (%) of the expenses incurred.

§ 11.6 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Compensation to the Architect and its Consultants for the use of the documents shall be computed as follows: approximate percentage complete at the date active involvement ceases in accordance with the Contract less any payments received to date plus 20 percent of remaining fee.

§ 11.7 Payments to the Architect

§ 11.7.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Zero (0) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

0 % monthly

§ 11.7.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.2 The prevailing party in any dispute arising out of or related to this Agreement or the branch thereof, shall be entitled to recover reasonable attorney's fees and expenses, including the fees and expenses of expert witnesses.

12.3 Compensation for design of Bid Alternates not selected by the Owner. The method of compensation for services provided for the design of bid alternates not selected by the Owner shall be based on the cost of the bid alternate. (Example: \$100,000 construction cost, plus \$20,000 of alternates designed but not constructed = \$120,000.) The fee for design of such bid alternates shall be through Bidding and Negotiation Phase. 12.4 Errors and Omissions: The Architect shall not be liable to the Owner for the costs of any errors or omissions in the plans and specifications which do not result in costs in excess of those which have been incurred by the Owner in the absence of such errors or omissions or which are within the Architect's acceptable standard of care. 12.5

Limitation of Liability Clause: Neither the Architect, Architect's Consultants, nor their agents or employees shall be liable, jointly or severally, to the Owner for an amount in excess of the proceeds of the Architect's professional liability insurance policy limits remaining at the time the Owner gives the Architect's written notice of any claim. This limitation shall apply to any and all claims which the Owner asserts against the Architect and/or its Consultants, and/or of their agents and/or employees.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document B108™-2009, Standard Form of Agreement Between Owner and Architect for a Federally Funded or Federally Insured Project
- 2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- 3 Other documents:
(List other documents, if any, including additional scopes of service and agency-required documents, if any, forming part of the Agreement.)

Exhibit "D"

This Agreement entered into as of the day and year first written above.

OWNER(Signature)

Toby Barker, Mayor

(Printed name and title)

ARCHITECT(Signature)

Major Andrews IV, AIA, Principal

(Printed name and title)

Init.

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User Notes:

(3B9ADA4E)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, March 2, 2021

Re: Approve Lease Agreement with Nelson Haskin for the creation of a parklet on Front Street and authorize the Mayor to execute the same.
File Number: 2021-140
Minute Book #

Summary

Establish a lease agreement for the use of 3 parking spaces for the creation of a parklet along Front Street.

Recommendation Statement

I recommend including this item on the upcoming agenda.

Please place this on the March 2, 2021 City Council meeting for consideration.

**AGREEMENT BETWEEN CITY OF HATTIESBURG
And
NELSON HASKIN FOR LEASE OF ON STREET PARKING SPACES**

THIS AGREEMENT, entered into on the day and date hereafter provided, for and in consideration of the payment of rent set forth below and for other good and valuable consideration acknowledged by the City as good as sufficient consideration for this agreement, by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation, hereinafter referred to as “City” or “Lessor” and NELLIE’S CHICKEN & DAQUIRIS of 213 E Front St., Hattiesburg, MS, represented by Owner, Nelson Haskin, hereinafter referred to as “Lessee”, the City will lease to Lessee the right to use three (3) parking spaces in downtown Hattiesburg, located on Front Street and fronting of 213 E Front St., the location details for which are attached hereto as **Exhibit A**, for the specific purpose of establishing a Parklet as described herein.

ARTICLE I
Effective Date; Rent and Length of Agreement

EFFECTIVE DATE: This Agreement shall become effective as of the date of the signature of the final party being affixed hereto in the month in which the parties hereto have executed this Agreement. As of that date, this Agreement shall constitute the sole and only agreement between the City and Lessee regarding the lease of parking spaces described in **Exhibit A**.

The rent to be paid by Lessee to the City shall be \$45 per month which shall be due and payable on or before the fifth (5th) day of each month beginning on the first month beginning after the effective date.

The Time period for the lease will be for a period of five (5) years and said lease shall expire five (5) years from the date of execution hereof.

Terms for a new lease to follow the initial term, if desired by the parties, shall be negotiated

and determined no less than sixty (60) days prior to expiration of the initial term in order to attain proper approvals.

Upon completion of the lease, the lessee shall remove all parklet equipment, furniture, and components and return the premises to its pre-lease condition. The Lessee may terminate the agreement at any time with thirty (30) days written notice to the Lessor, provided that the lessee shall be responsible for rent payments for any month begun, and responsibilities of the lease shall not cease until all parklet equipment, furniture, and components are removed and the premises returned to its pre-lease condition.

Upon change in ownership or use(s) of the adjoining business(es), the responsibilities therefor may be transferred to new ownership upon mutual agreement of the lessor and new owner as new lessee.

ARTICLE II

Use of the Premises

The lease of the premises is for the specific purpose of allowing the Lessee to install a “Parklet” as depicted generally herein as **Exhibit B**. The rendering, design, and materials included in the Exhibit are made a part of this agreement, and significant departures therefrom will require approval by an amendment to this lease. While the primary function of a parklet is typically to create additional outdoor seating and space for the adjoining businesses to operate, the use of the premises is not exclusive to the lessee, its guests, employees, or patrons. The space is to remain public.

Parklet installation is technically temporary in nature in that it does not include permanently affixing to, digging into, or otherwise damaging any existing infrastructure. Any permanently installed fixtures or components require consideration by the city separate and apart from this agreement.

It shall be the responsibility of the lessee to install parklet equipment, features, and components in a safe manner with quality workmanship, and receiving any necessary permits and inspections. It shall be the responsibility of the lessee to maintain the parklet in good condition and repair, to keep the same free of litter and debris, and to prevent the premises from contributing to litter and debris of the surrounding areas. The lessee shall also be responsible following the completion of this or any renewed lease term, for the safe removal of all parklet components.

WITNESS MY SIGNATURE to duplicate originals of this Agreement on this, the **2nd** day of **March, A.D. 2021**.

CITY OF HATTIESBURG, MS

Lessor

By: _____

Toby Barker, Mayor

Lessee

By: _____

Nelson Haskin

EXHIBIT A

Actual site layout and design will be altered to accommodate handicap access such that it does not impede the sidewalk and is approved by Planning, but alteration will not involve the use of additional parking spaces.

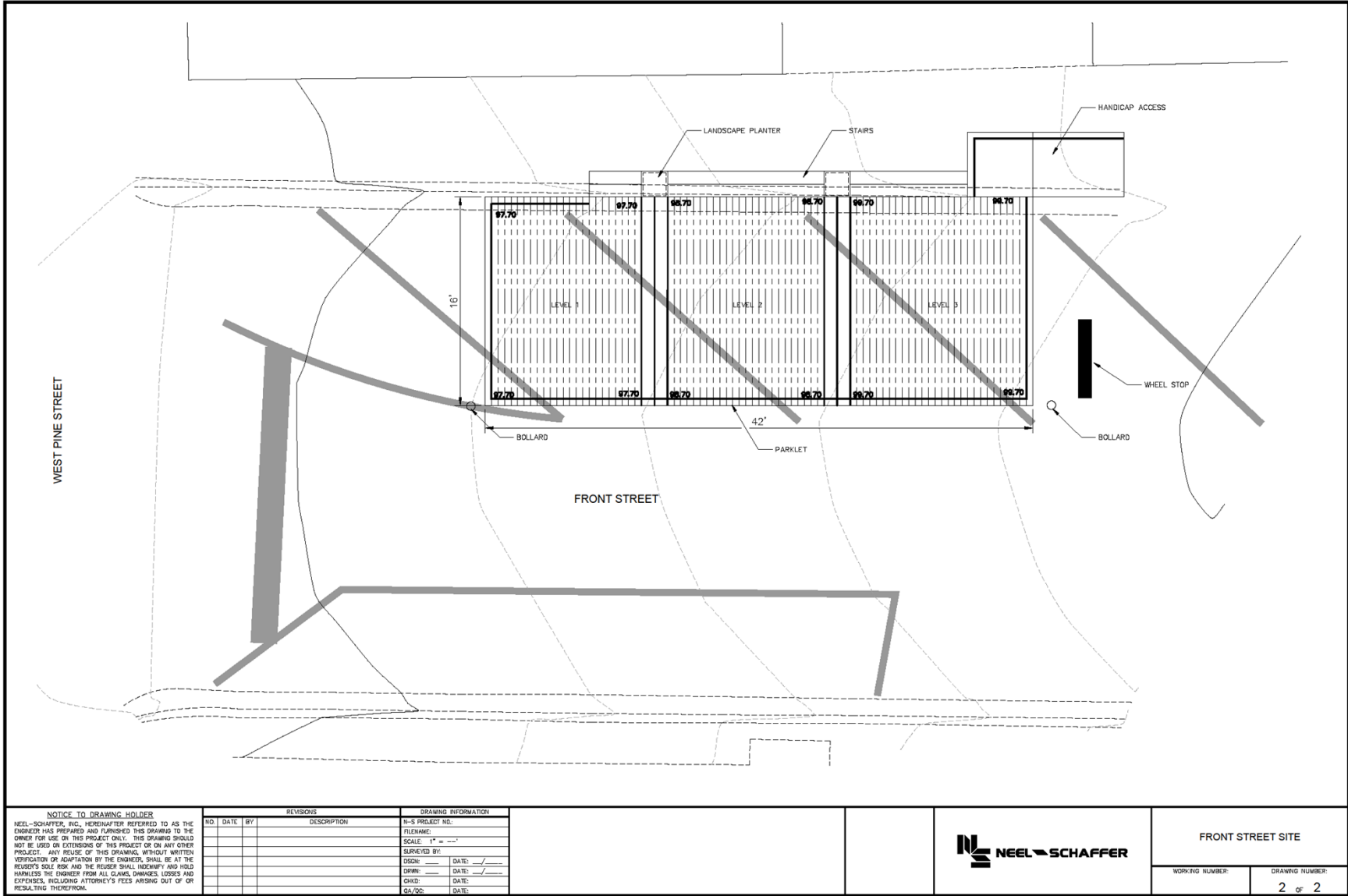


EXHIBIT B

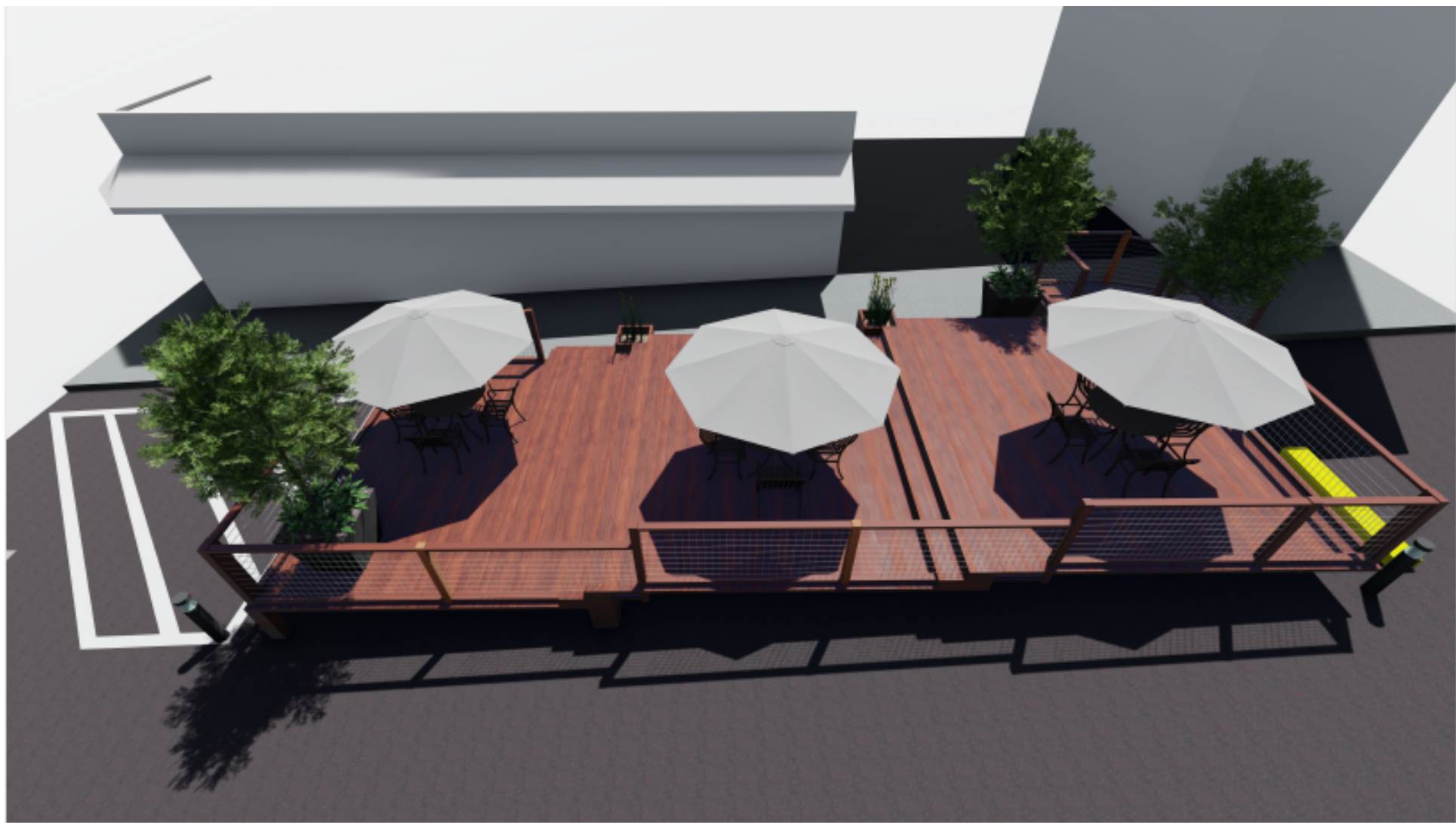
Actual site layout and design will be altered to accommodate handicap access such that it does not impede the sidewalk and is approved by Planning, but alteration will not involve the use of additional parking spaces.

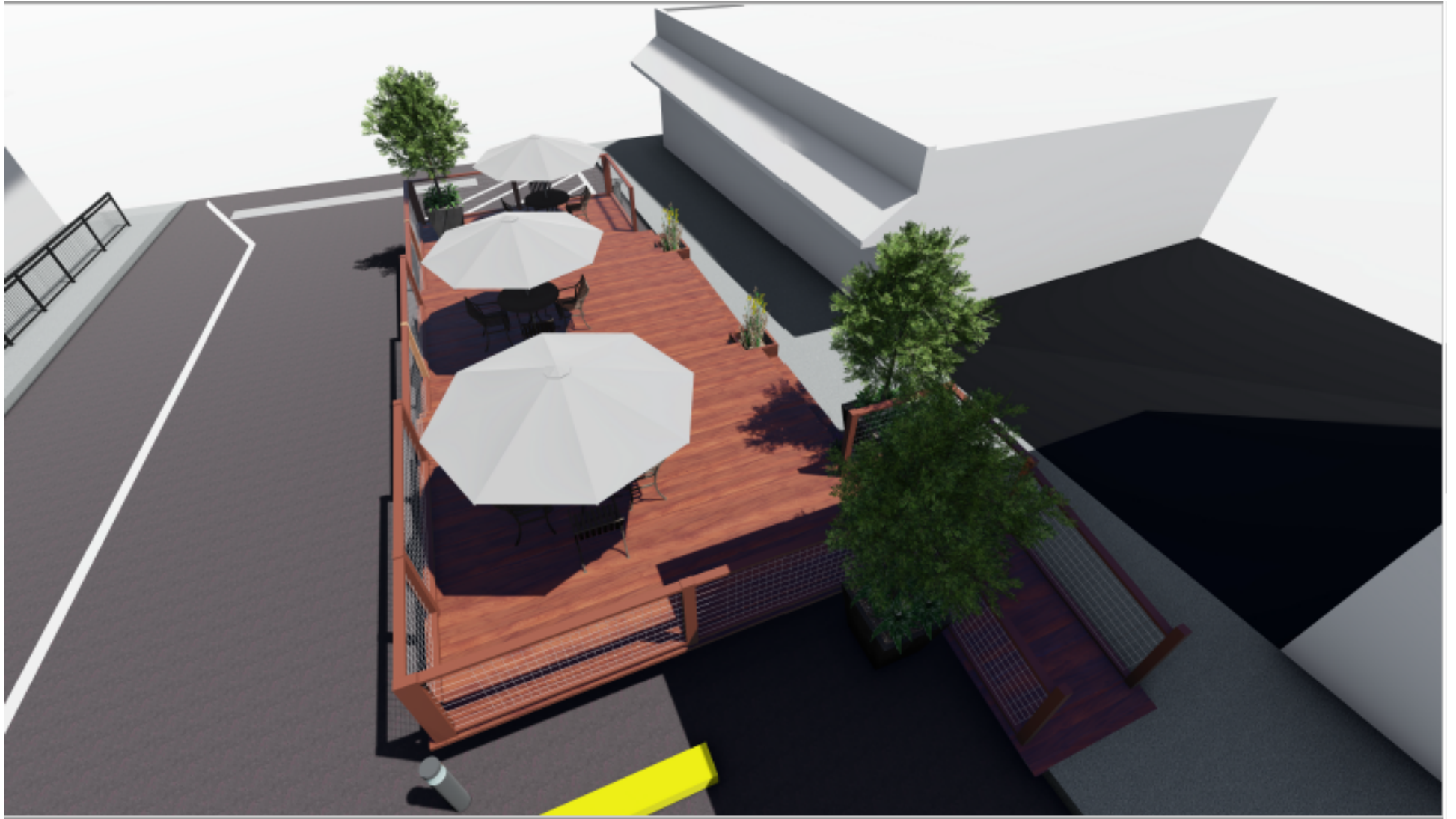


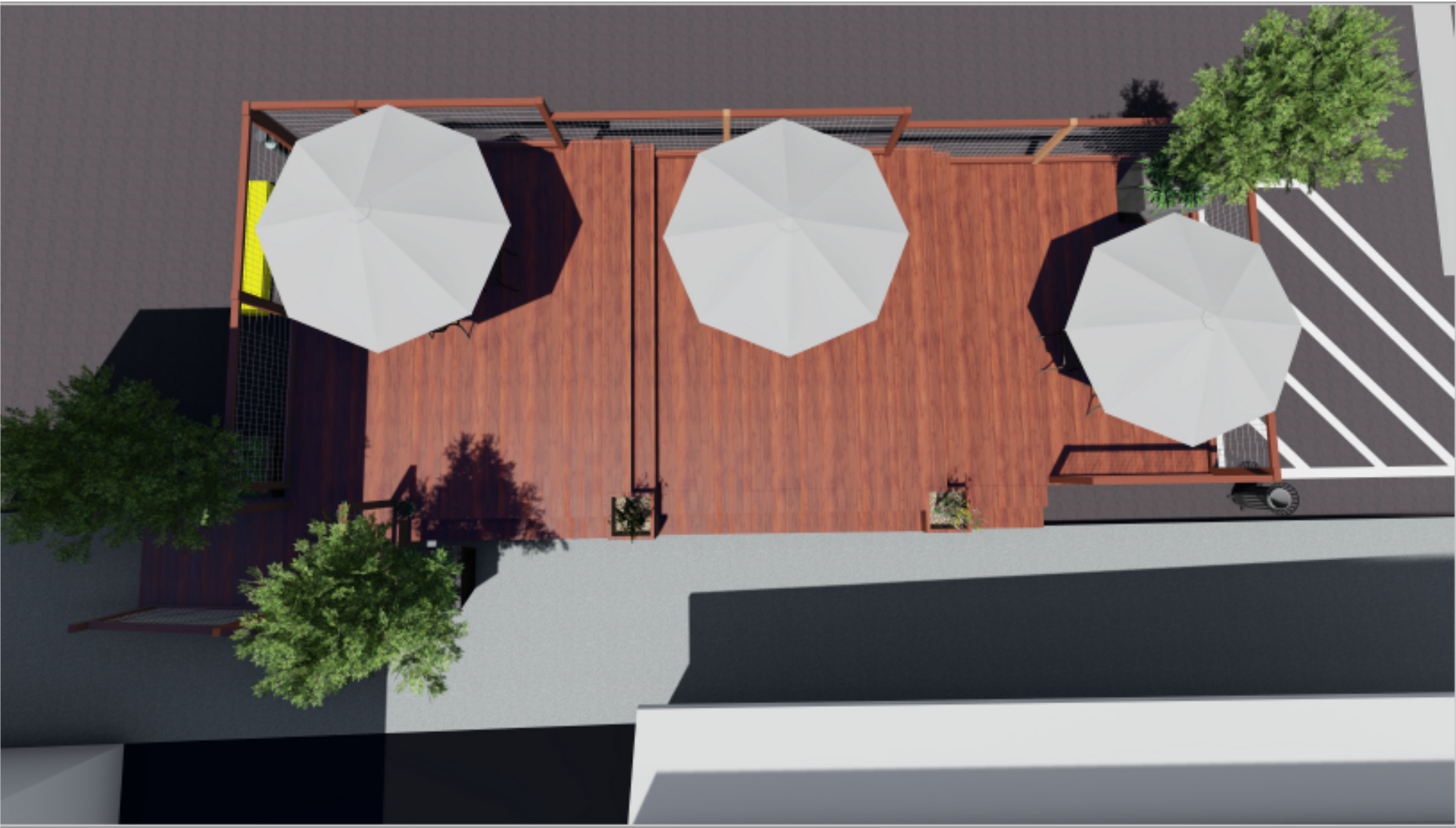


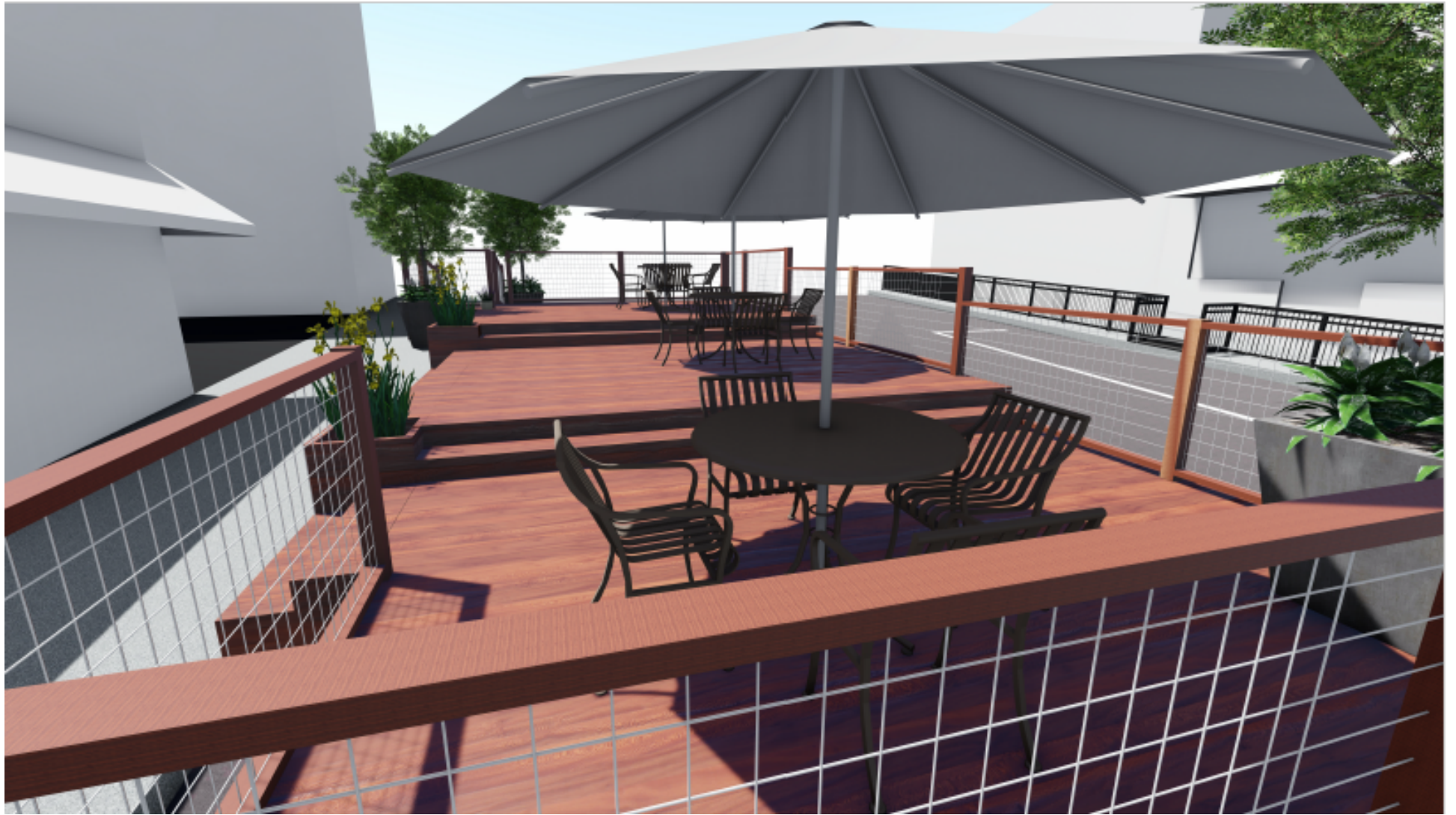




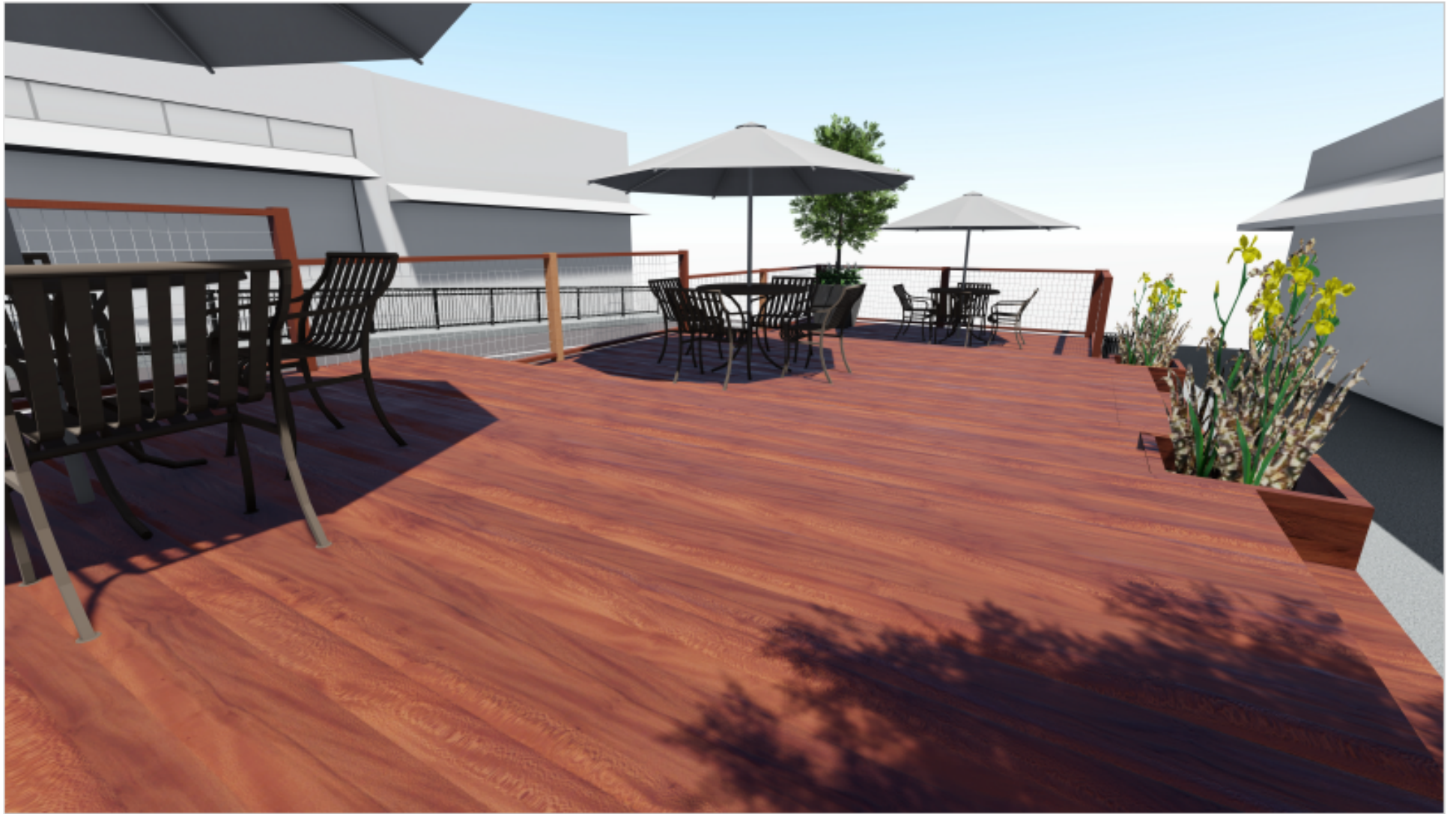














Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, March 2, 2021

Re: Approve Lease Agreement with Roy Windham for the creation of a parklet on Forrest Street and authorize the Mayor to execute the same.
File Number: 2021-145
Minute Book #

Summary

Establish a lease agreement for the use of 2 parking spaces for the creation of a parklet along Forrest Street.

Recommendation Statement

I recommend including this item on the upcoming agenda.

Please place this on the March 2, 2021 City Council meeting for consideration.

**AGREEMENT BETWEEN CITY OF HATTIESBURG
And
ROY WINDHAM FOR LEASE OF ON STREET PARKING SPACES**

THIS AGREEMENT, entered into on the day and date hereafter provided, for and in consideration of the payment of rent set forth below and for other good and valuable consideration acknowledged by the City as good as sufficient consideration for this agreement, by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation, hereinafter referred to as “City” or “Lessor” and THE PORTER PUBLIC HOUSE of 201 W Pine St., Hattiesburg, MS, represented by Owner, Roy Windham, herein after referred to as “Lessee”, the City will lease to Lessee the right to use two (2) parking spaces in downtown Hattiesburg, located on Forrest Street and beside 201 W Pine St., the location details for which are attached hereto as **Exhibit A**, for the specific purpose of establishing a Parklet as described herein.

ARTICLE I
Effective Date; Rent and Length of Agreement

EFFECTIVE DATE: This Agreement shall become effective as of the date of the signature of the final party being affixed hereto in the month in which the parties hereto have executed this Agreement. As of that date, this Agreement shall constitute the sole and only agreement between the City and Lessee regarding the lease of parking spaces described in **Exhibit A**.

The rent to be paid by Lessee to the City shall be \$30 per month which shall be due and payable on or before the fifth (5th) day of each month beginning on the first month beginning after the effective date.

The Time period for the lease will be for a period of five (5) years and said lease shall expire five (5) years from the date of execution hereof.

Terms for a new lease to follow the initial term, if desired by the parties, shall be negotiated

and determined no less than sixty (60) days prior to expiration of the initial term in order to attain proper approvals.

Upon completion of the lease, the lessee shall remove all parklet equipment, furniture, and components and return the premises to its pre-lease condition. The Lessee may terminate the agreement at any time with thirty (30) days written notice to the Lessor, provided that the lessee shall be responsible for rent payments for any month begun, and responsibilities of the lease shall not cease until all parklet equipment, furniture, and components are removed and the premises returned to its pre-lease condition.

Upon change in ownership or use(s) of the adjoining business(es), the responsibilities therefor may be transferred to new ownership upon mutual agreement of the lessor and new owner as new lessee.

ARTICLE II

Use of the Premises

The lease of the premises is for the specific purpose of allowing the Lessee to install a “Parklet” as depicted generally herein as **Exhibit B**. The rendering, design, and materials included in the Exhibit are made a part of this agreement, and significant departures therefrom will require approval by an amendment to this lease. While the primary function of a parklet is typically to create additional outdoor seating and space for the adjoining businesses to operate, the use of the premises is not exclusive to the lessee, its guests, employees, or patrons. The space is to remain public.

Parklet installation is technically temporary in nature in that it does not include permanently affixing to, digging into, or otherwise damaging any existing infrastructure. Any permanently installed fixtures or components require consideration by the city separate and apart from this agreement.

It shall be the responsibility of the lessee to install parklet equipment, features, and components in a safe manner with quality workmanship, and receiving any necessary permits and inspections. It shall be the responsibility of the lessee to maintain the parklet in good condition and repair, to keep the same free of litter and debris, and to prevent the premises from contributing to litter and debris of the surrounding areas. The lessee shall also be responsible following the completion of this or any renewed lease term, for the safe removal of all parklet components.

WITNESS MY SIGNATURE to duplicate originals of this Agreement on this, the **2nd** day of **March, A.D. 2021**.

CITY OF HATTIESBURG, MS

Lessor

By: _____

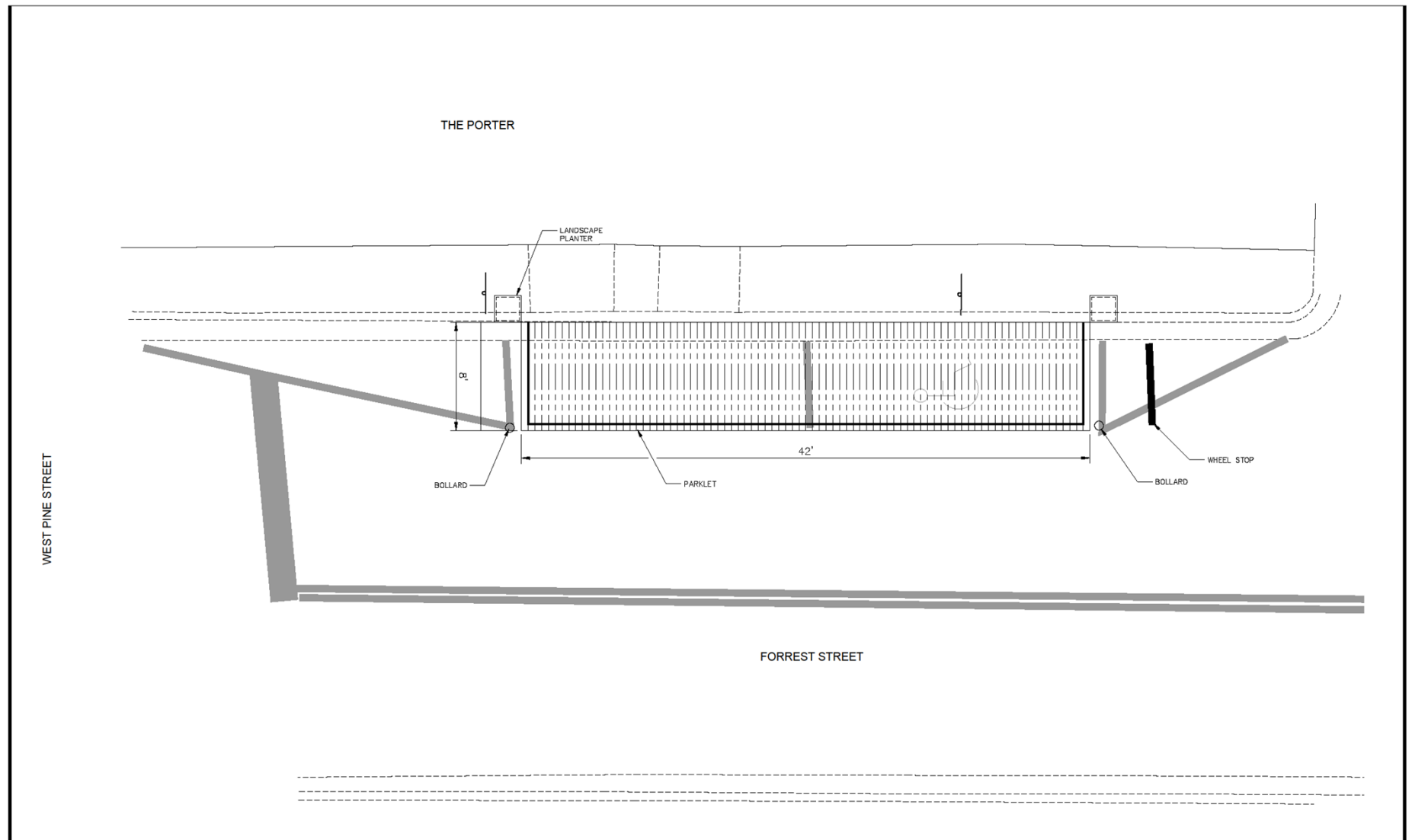
Toby Barker, Mayor

Lessee

By: _____

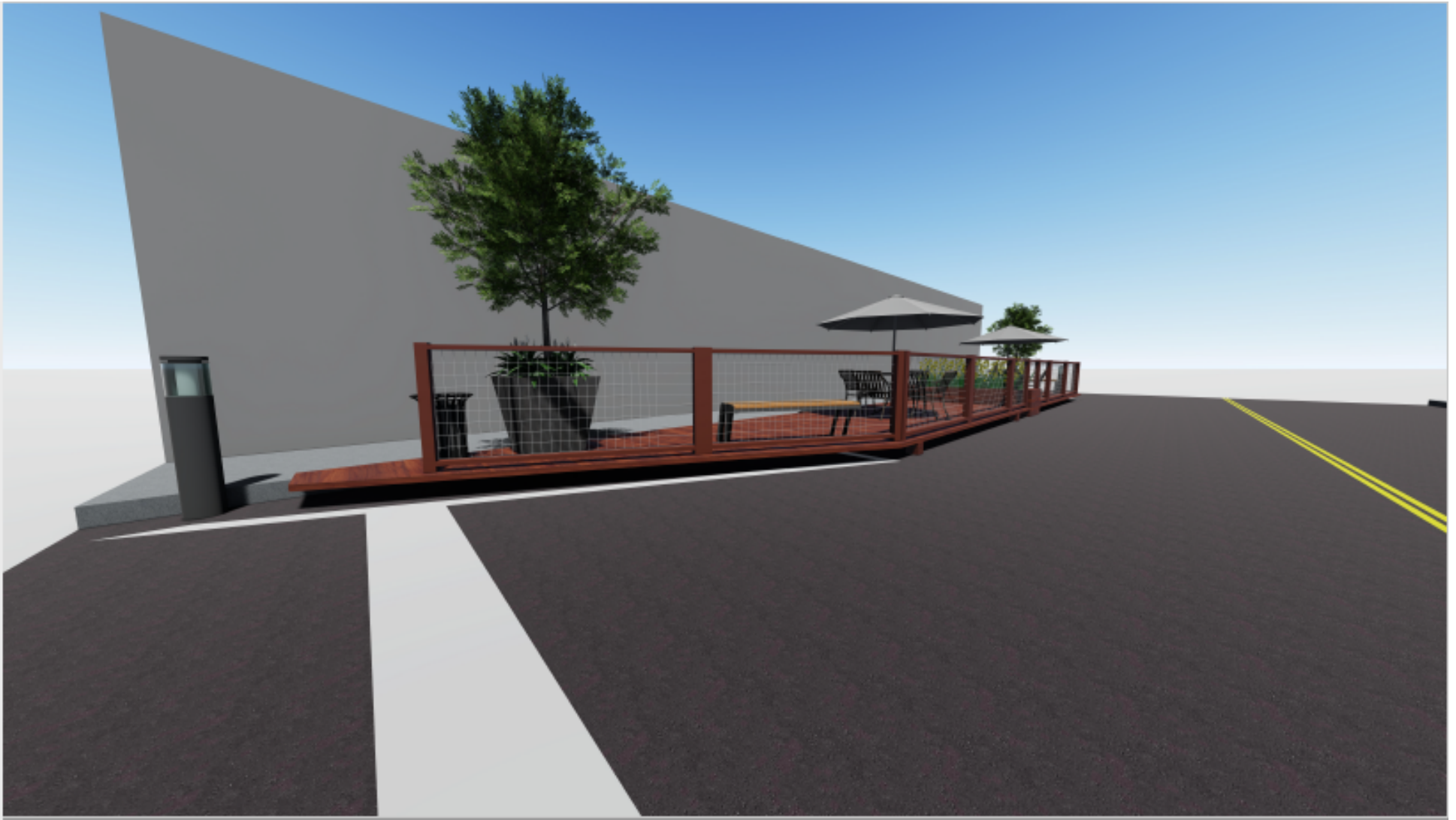
Roy Windham

EXHIBIT A



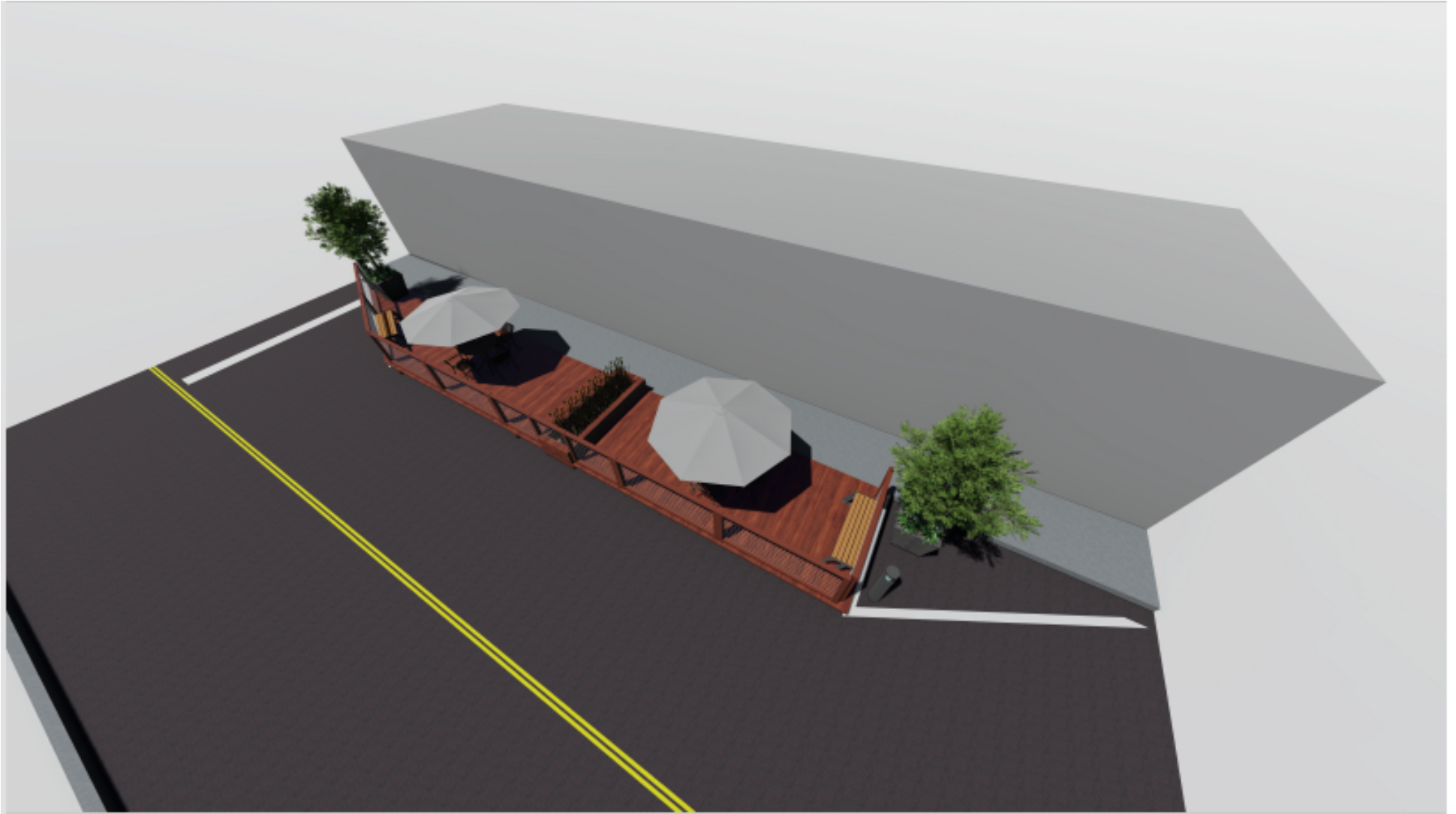
NOTICE TO DRAWING HOLDER				REVISIONS		DRAWING INFORMATION		 NEEL-SCHAFER		FORREST STREET SITE	
NEEL-SCHAFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE USER'S SOLE RISK AND THE USER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				NO.	DATE	BY	DESCRIPTION			N-S PROJECT NO.:	
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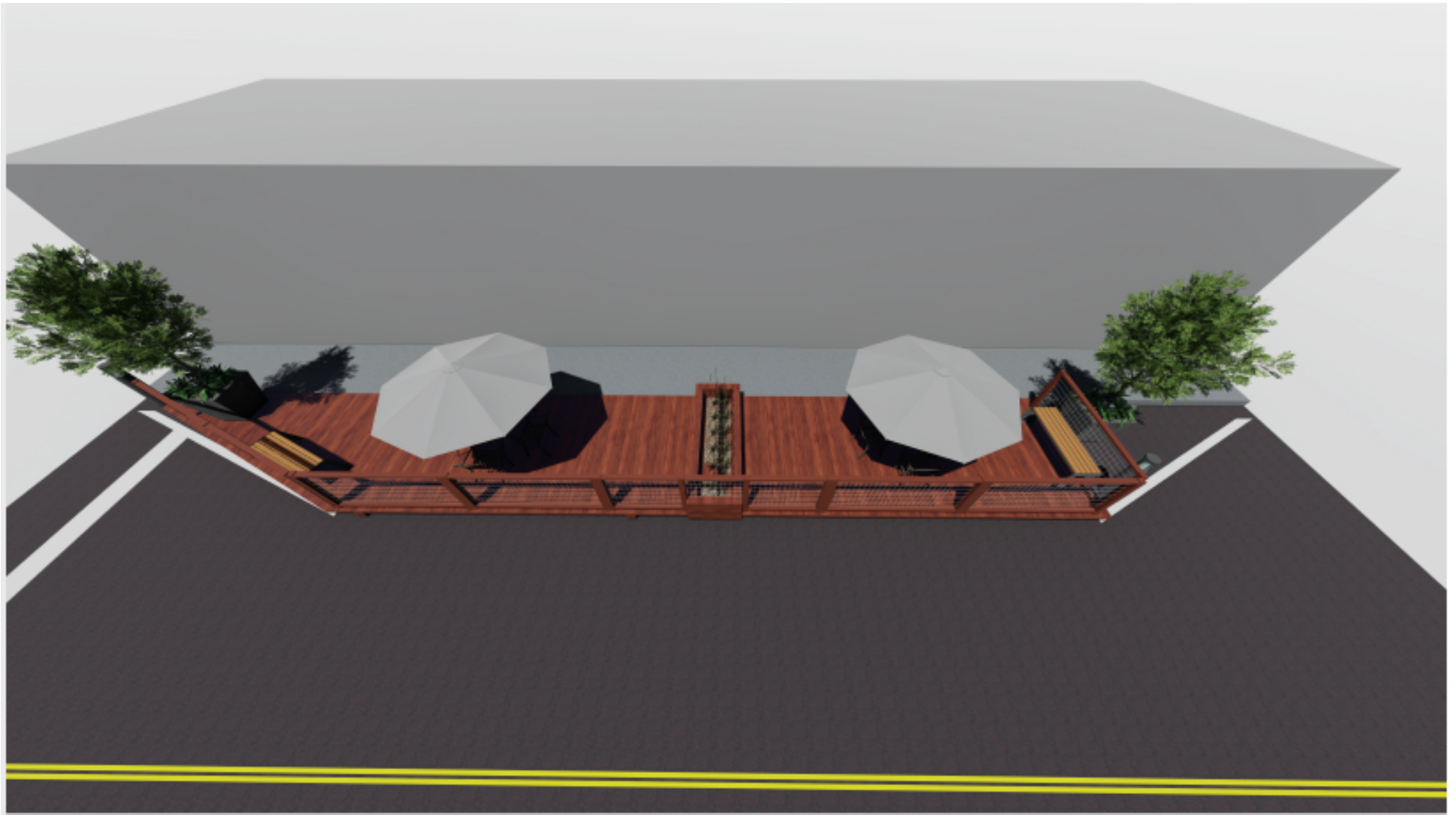
EXHIBIT B

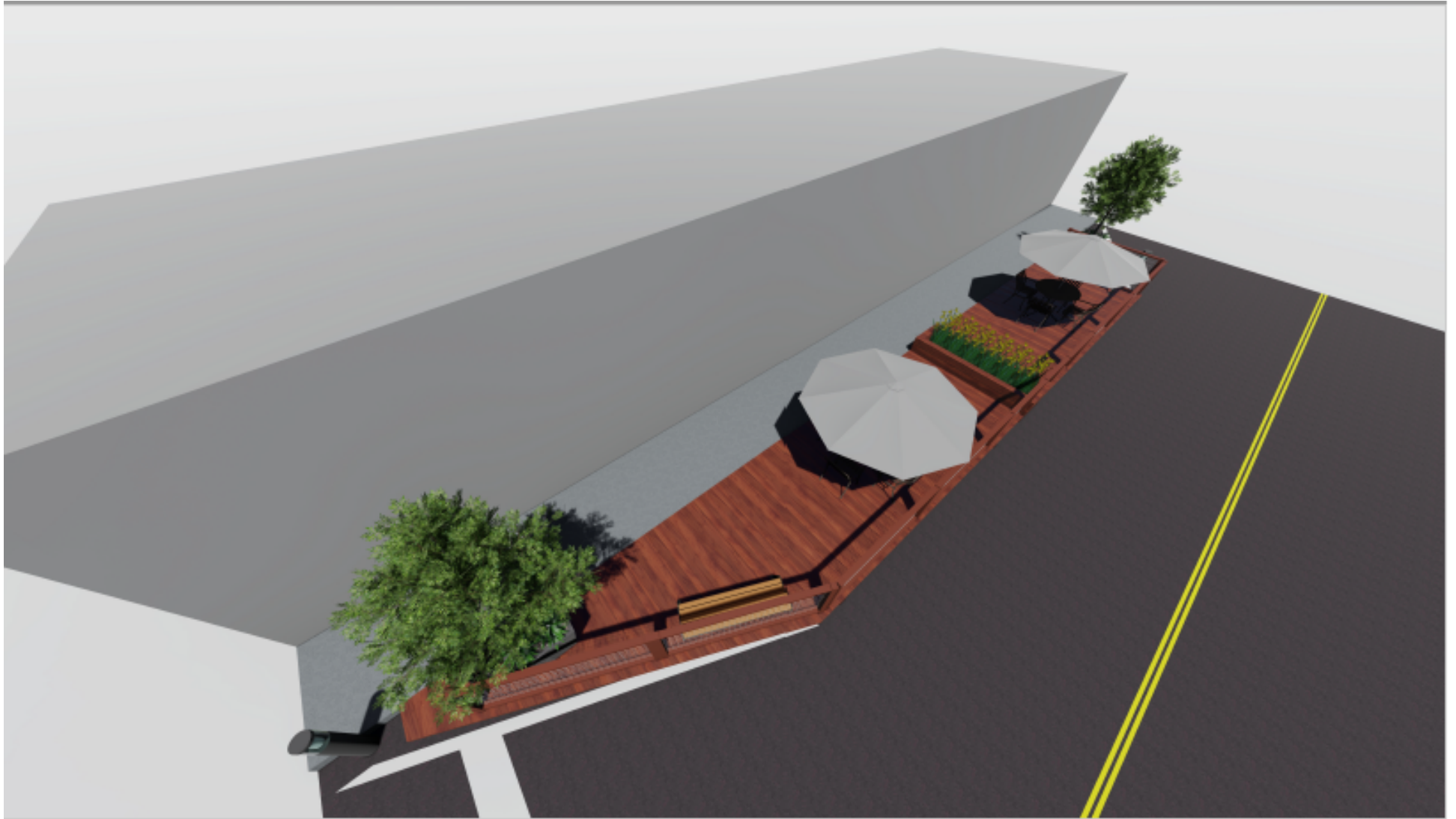


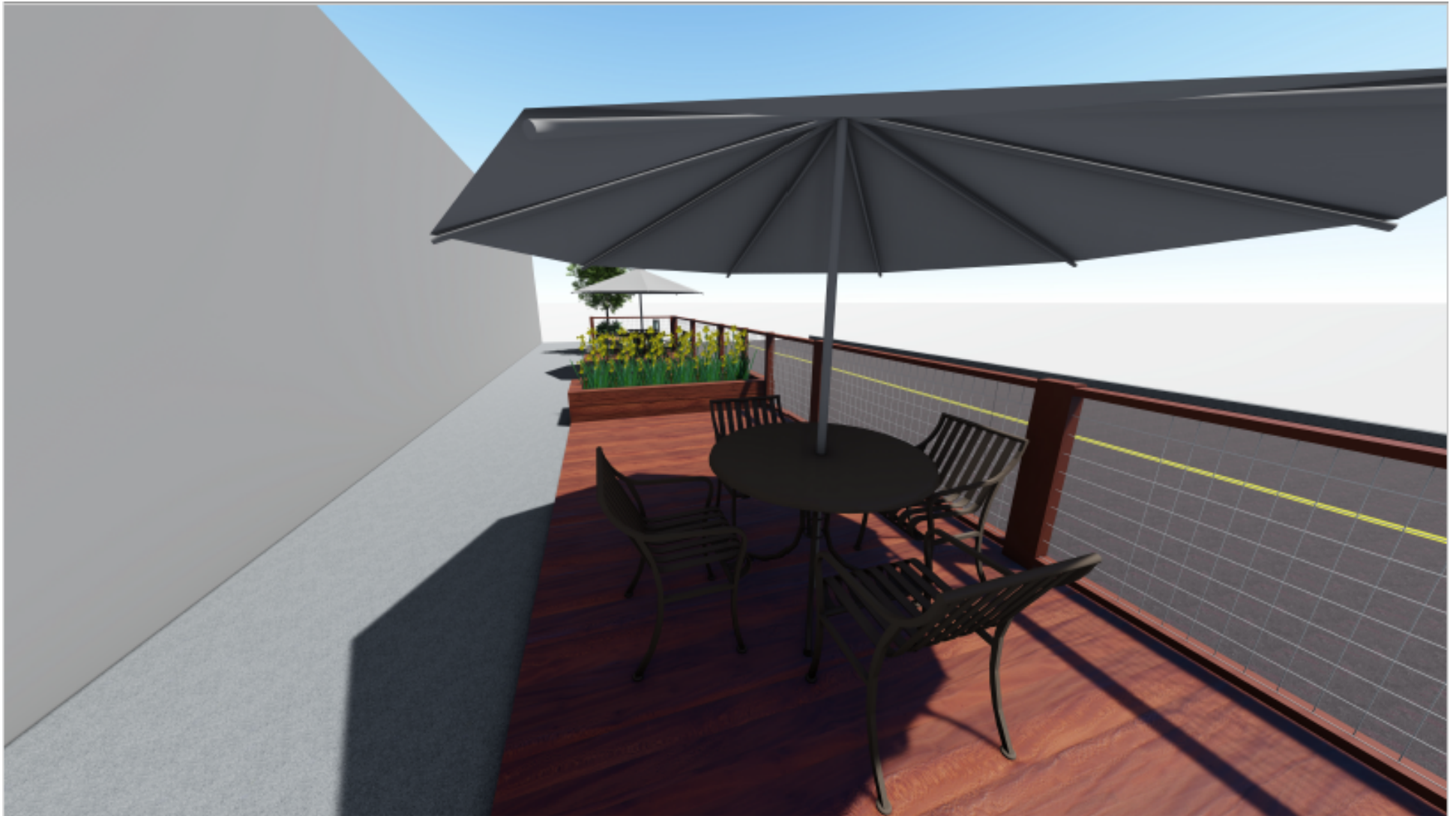


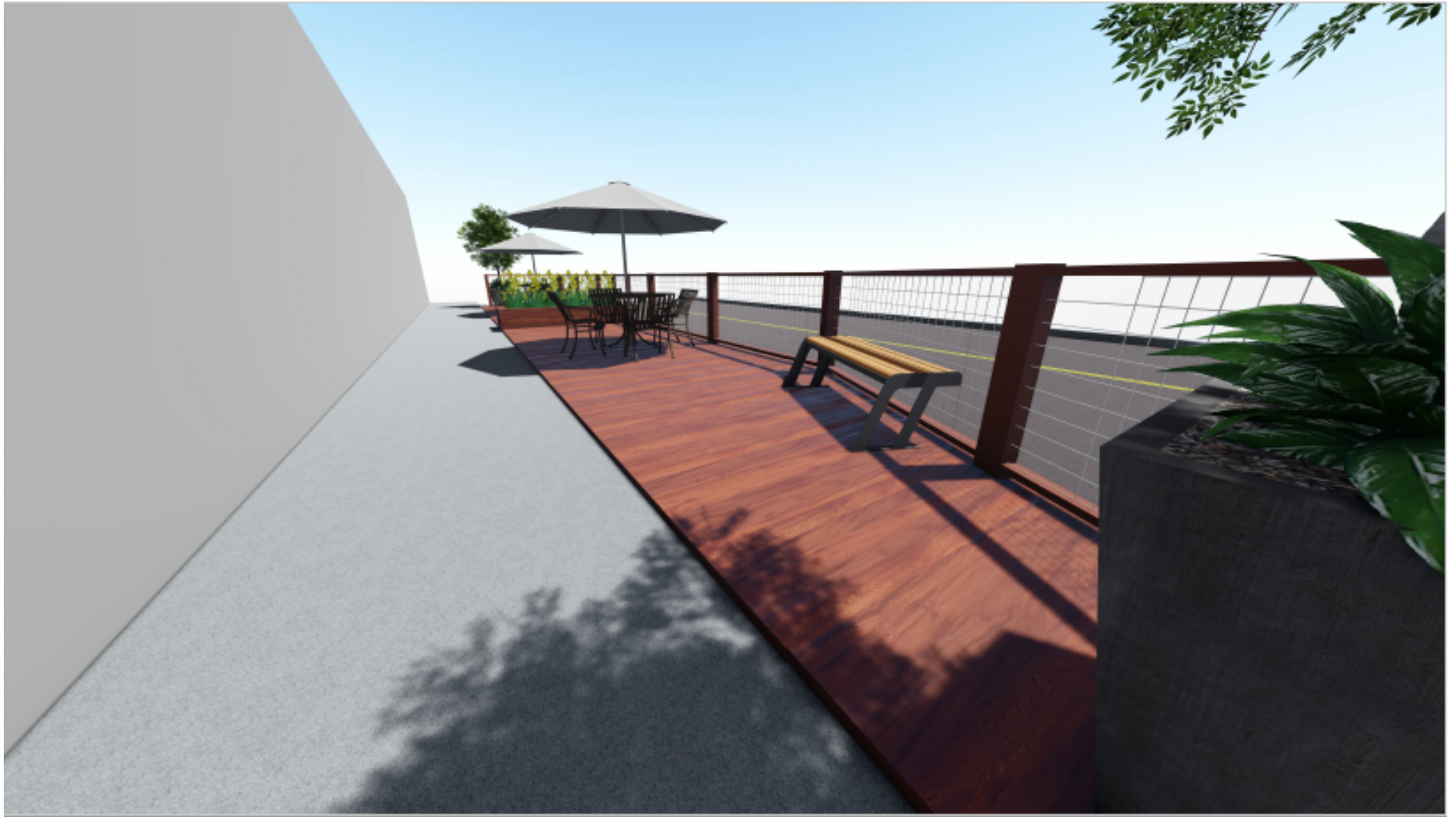


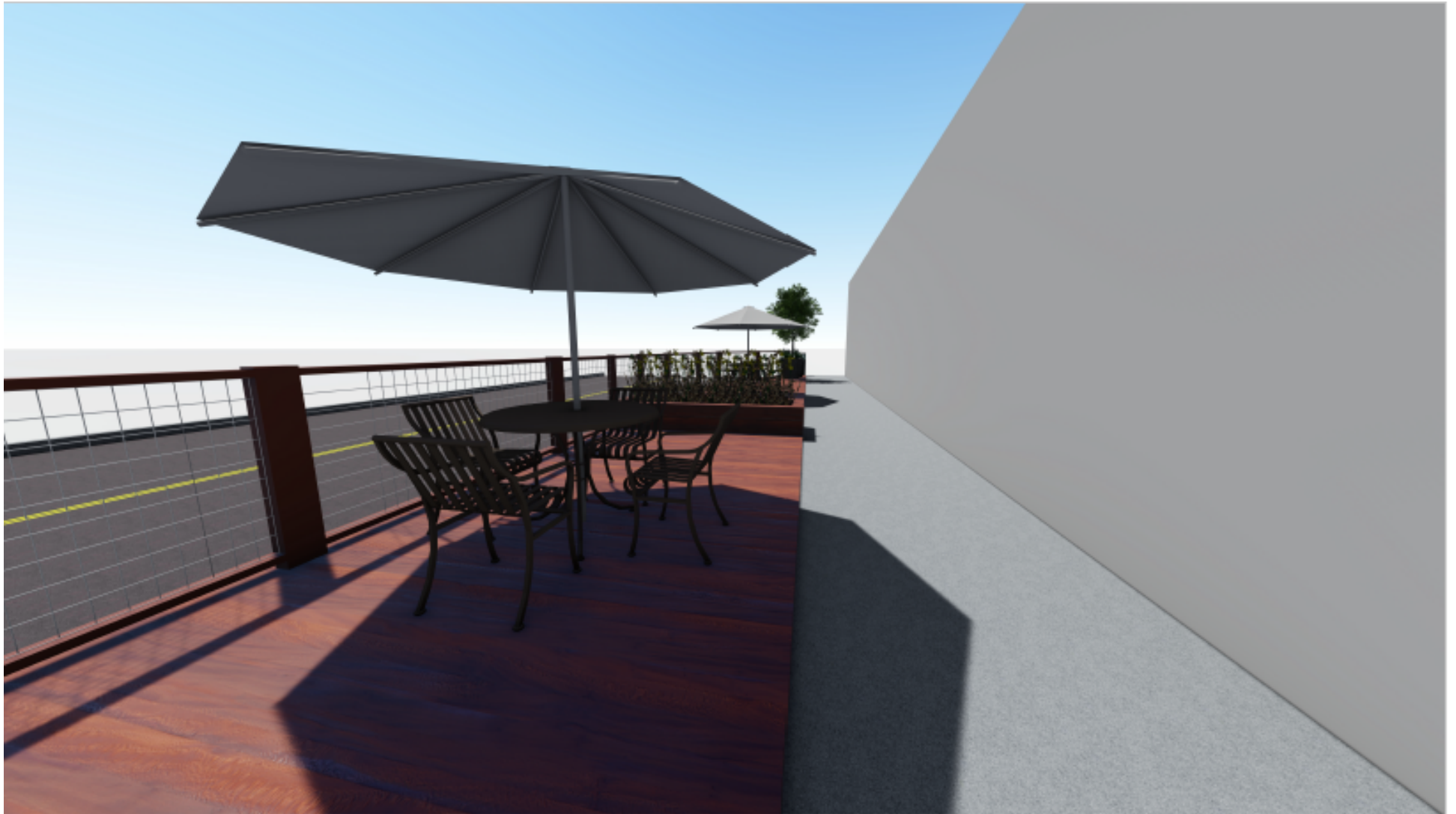


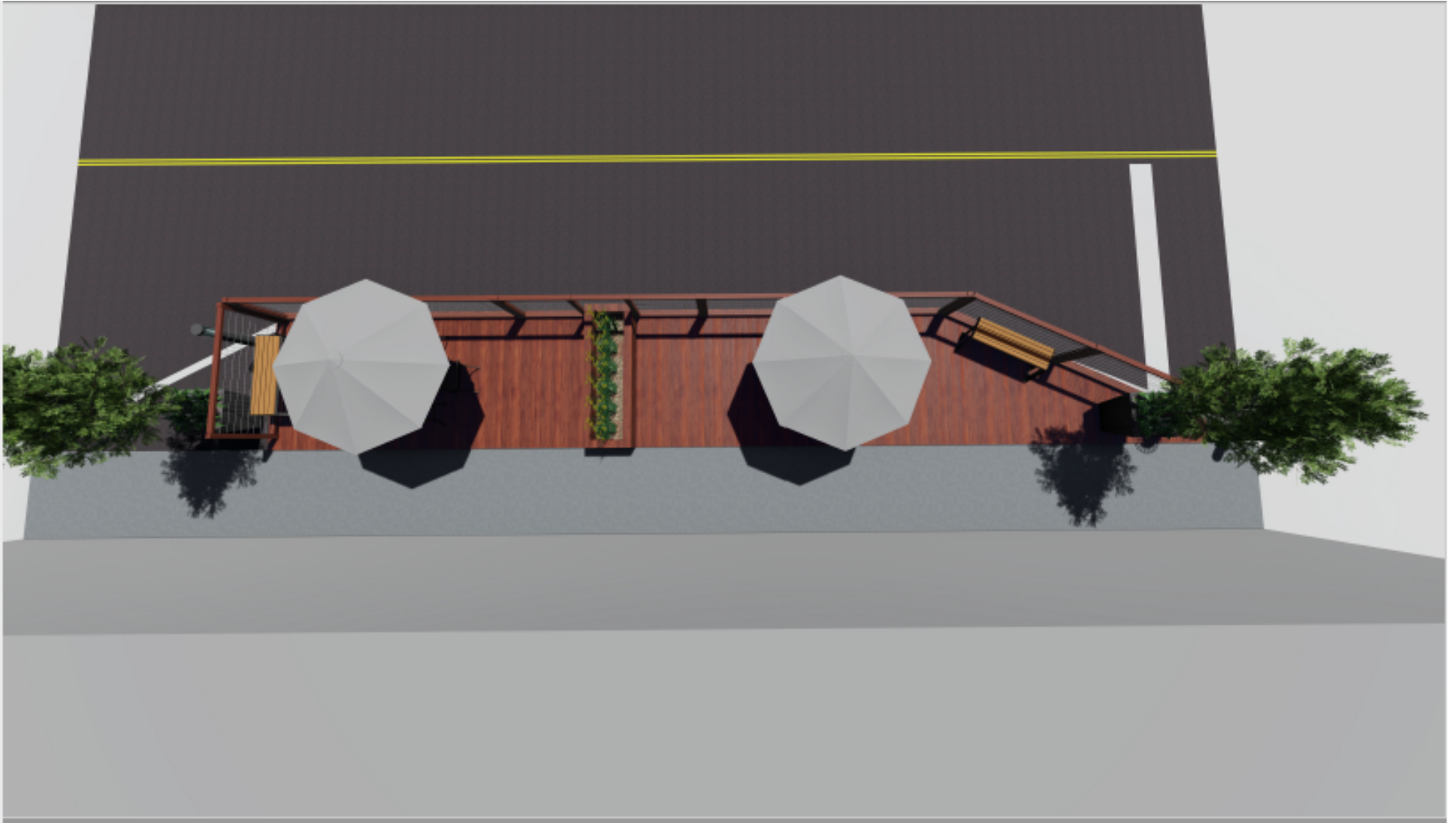














Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, March 2, 2021

Re: Approve Engagement Agreement with Local Impact Analytics, LLC for 2021 INFRA Grant proposal.
File Number: 2021-139
Minute Book #

Summary

Approve engagement agreement with Local Impact Analytics, LLC for 2021 INFRA Grant proposal.

Recommendation Statement

I recommend the approval of the engagement agreement with LIA for the 2021 INFRA grant proposal.

Please place this on the March 2, 2021 City Council meeting for consideration.

Proposed fee for The City of Hattiesburg for 2021 INFRA Grant Narrative & Benefit-Cost Analysis writing services.

Breakdown for proposed projects:

Project Name	Fee
Highway 11 Project (Name TBD)	\$25,000.00

Agreements

LIA will:

- Begin project development and data collection work for federal grant applications related to the City of Hattiesburg, Forrest County, and Lamar County's planned expansion of US Highway 11 at the Interstate 59 intersection (the Project);
- Coordinate with engineering firms, city, and county engineers to gather all pertinent and available project designs, cost estimates, and projected timelines;
- Meet with city and county administration upon their request to discuss the Project, coordinate efforts surrounding Letters of Support, and provide project overviews/details to stakeholders;
- Prepare and write Project Narrative and Benefit-Cost Analysis for the 2021 INFRA Grant Application;
- Submit the grant application through the Grants.gov portal, along with all necessary and supporting documentation;
- Coordinate or participate in project debrief calls/sessions with USDOT officials after funding decisions;

The City of Hattiesburg will:

- Allow Local Impact Analytics to submit applications through the grants.gov portal on their behalf, and communicate with USDOT officials as needed related to grant submissions;
- Provide available, up-to-date project information and documentation necessary for LIA to perform agreed upon tasks;
- Pay Local Impact Analytics a fee of \$25,000 upon submission of the application through the Grants.gov portal



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 2, 2021

Re: Approve a Pest Control Service Agreement between the City of Hattiesburg and Havard Pest Control for services at the City of Hattiesburg Boxing Gym and authorize the Mayor to execute the same.

File Number: 2021-119
Minute Book #

Summary

Approve a Pest Control Service Agreement between the City of Hattiesburg and Havard Pest Control for services at the City of Hattiesburg Boxing Gym and authorize the Mayor to execute the same.

Recommendation Statement

Please place this on the March 2, 2021 City Council meeting for consideration.

.....

PO Box 15007
Hattiesburg, MS 39404-0057

Telephone:
800-898-0264
228-868-2520
Fax: 888-427-4584

Havard Pest Control, Inc

Pest Control Service

Proposal & Scope of Work



**City of Hattiesburg Boxing Gym
202 Unetta Street
Hattiesburg, MS 39401**

Approved by Shaun Graves, Branch Manager
Havard Pest Control
Date: February 16th, 2021

BACKGROUND

Havard Pest Control will provide superior on-site service, product technology, application expertise, process knowledge, chemical monitoring techniques, effective service project management, overall process excellence and cost control to assist the operator in managing a clean, productive operation.

Definitions

- **PCO** – Pest Control Operator
- **HPC** – Havard Pest Control
- **COH** – City of Hattiesburg

Terms of Contract

This bid provides pest control services for **City of Hattiesburg Boxing Gym** at the following locations:

**202 Unetta Street
Hattiesburg, MS 39401**

- **COH** will provide, in writing, at the beginning of each contract year any and all standards in which they are held accountable for that concerns the **PCO** (Copies of audit procedures and requirements of any said audits or required procedures). **COH** will also inform **HPC** of any changes which might affect the requirements of the services performed by **HPC**.
- License and Certification – Each technician that will service this account will be registered with the Mississippi State Bureau of Plant Industry and have a Registered Technician Identification Card and valid Driver's License on file with **HPC** and kept on his person at all times.
- All technicians and employees of the **PCO** have cleared a National Criminal Background Check, Motor Vehicle Background Check and have had pre-employment drug screens as well as drug screens after incidents involving personal injury and motor vehicle accidents.
 - HPC will provide copy of business license
- Once **HPC** has acknowledged the written cancellation of service from **COH**, **HPC** has 30 days in which to remove any and all equipment that is the property of **HPC**.

February 16, 2021

Page 3

- **HPC** will provide services to the above listed property based on the following fee structure:

Pest Initial

\$375+ Tax

Crack and Crevice treatment for General Pests, and installation of 8 exterior Rodent Bait Stations.

Pest Monthly

\$105+Tax

General Pest Control includes: Mice, Rats, Pavement Ants, Cockroaches (German, Oriental, American, and Smokey Brown), Non-venomous spiders, occasional invaders (Earwigs, Centipedes, Millipedes, etc), and servicing of 8 exterior Rodent Bait Stations.

****Prices are valid for 30 days from date of this proposal**

Thank you for considering **Havard Pest Control** for all your termite and pest control needs. We look forward to serving you.

Sincerely,

Shaun Graves
Branch Manager

Accepted By: _____

Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 2, 2021

Re: Authorize purchase of property located at 908 Gulfport Street, and further identified as Forrest County Tax Parcel No. 2-037D-14-028.00 (PPIN 023469), as per attached deed in the amount of \$5,000.00 in accordance with Mississippi Code 21-17-1 et seq.; Authorize issuance on manual check in payment upon signing of deed.
File Number: 2021-141
Minute Book #

Summary

Authorize purchase of property located at 908 Gulfport Street, and further identified as Forrest County Tax Parcel No. 2-037D-14-028.00 (PPIN 023469), as per attached deed in the amount of \$5,000.00 in accordance with Mississippi Code 21-17-1 et seq.; Authorize issuance on manual check in payment upon signing of deed.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 2, 2021 City Council meeting for consideration.

Prepared by:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4540

Return to:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg MS 39403-1898

INDEXING INSTRUCTIONS:

**Lots 22 and 23, of Block 2, of the Poole Addition
Subdivision, City of Hattiesburg, Forrest
County, Mississippi**

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, that I,

**BARTLEY CLARK
9301 US Highway 98
New Augusta, Mississippi 39462
Telephone (601) _____**

Grantor, does hereby grant, convey and quitclaim unto the:

**CITY OF HATTIESBURG, MISSISSIPPI
A municipal corporation
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone (601) 545-4540**

All of the Grantor's interest in the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

Lots 22 and 23, of Block 2, of the Poole Addition Subdivision, located in the NE 1/4 of the NW 1/4 of Section 14, T-4-N, R-13-W, City of Hattiesburg, Forrest County, Mississippi and contains 0.34 acres.

WITNESS MY SIGNATURE of the Grantor, **BARTLEY CLARK**, on this ____ day of _____, 2021.

BARTLEY CLARK

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named, **BARTLEY CLARK**, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My commission expires: _____



January 26, 2021

RE: Valuation of a vacant lot on Gulfport St.

Dear Mr. Rutland,

Concerning the valuation of the lot on Gulfport St. that the city of Hattiesburg is considering purchasing, I have found the follow comparable sales.

1102 Arledge St. sold for \$15,000

Lots 1 & 2 Clairborne sold for \$2,090 in a bank foreclosure issue, not comparable.

1674 James St. sold for \$10,000

708 Tuscan sold for \$5000

Using these comparable sales in that area, prices for any lot in this location seem to range around \$10,000 on average. This pretty much holds true for any lots in the downtown Hattiesburg area considered residential. The subject is not in as a desirable location as some of the above properties and the road conditions are not as good. I would feel that the price range for a lot of this type should run from \$4,500 to maybe \$8,500. The proposed purchase price of \$5,000 is in line with the current values.

If you need anything further, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Paul Dunbar".

J. Paul Dunbar,
Broker



601-583-8004 Office 601-583-8018 Fax
P.O. Box 15487 610 W. Pine St. Hattiesburg, Mississippi 39401



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Assistant Chief of Police

cc:

Date: Tuesday, March 2, 2021

Re: Authorize the submission of a grant application to the Asbury Foundation for the Hattiesburg Police Department K-9 Program, for the purchase of three (3) SUVs to be outfitted as K-9 cruisers, in the amount of \$122,100. Authorize the Mayor to execute in duplicate.
File Number: 2021-130
Minute Book #

Summary

Asbury Foundation Grant Application – HPD K-9 Program

Recommendation Statement

I recommend authorization of the submission of a grant application to the Asbury Foundation for the Hattiesburg Police Department K-9 Program, for the purchase of three (3) SUVs to be outfitted as K-9 cruisers, in the amount of \$122,100.

Please place this on the March 2, 2021 City Council meeting for consideration.

COVER SHEET(You may reproduce this form on your computer.) Please fill out **completely.**Date of Application: 3/02/2021**ORGANIZATION INFORMATION**website: www.hattiesburgms.com

City of Hattiesburg - Hattiesburg Police Department

Legal Name of Organization

P.O. Box 1898

jshows@hattiesburgms.com

Address

Email address

Hattiesburg, MS 39403-1898

601-545-4544

City, State, Zip

Telephone

FAX

Individuals Responsible:

Toby Barker

Mayor

601-545-4601

President or Chief Executive Officer

Title

Direct Dial Phone #

Jennifer Shows

Grant Coordinator

601-545-4544

Contact person (if different)

Title

Direct Dial Phone #

Organization Description: (2-3 sentences)

Is your organization an IRS 501(c)(3) not-for-profit?

☐

YES

☒

NO

EIN# 64-6000432If no, is your organization a public agency/unit
of government or religious institution:☒

YES

☐

NO

If no, name of fiscal agent (fiscal sponsor): City of Hattiesburg**AMOUNT AND TYPE OF SUPPORT REQUESTED**

The dollar amount being requested:

\$ 122,100

Funds are being requested for (make sure the funder provides the type of support you are requesting, then check the appropriate line):

☐

general operating support

☒

capital

Other: _____

☐

project support

☐

endowment

☐

start-up costs

☐

technical assistance

If a project, give project duration May Month 2021 Year to May Month 2022 Year

If operating support, fiscal year: _____ Month _____ Year to _____ Month _____ Year

BUDGET

Total annual organization budget:

\$ 13,144,336 (HPD)

Total project budget (for support other than general operating):

\$ 122,100**PROPOSAL SUMMARY**

(If operating or start-up support, relate to the organization. If project and other support, relate to the project.)

Project name (if applying for project support): Hattiesburg Police Department K-9 Program

Please give a 2-3-sentence summary of the request:

The Hattiesburg Police Department is requesting funds from the Asbury Foundation for the purchase of two (3) SUVs to be outfitted as K-9 cruisers. HPD will assume all costs for vehicle fuel, maintenance, and repairs.

Geographic area served: Hattiesburg, MSPopulation served: 46,098

Disclose any relationship with a Board Member or Members:

Three City Council Members (Jeffrey George, Carter Carroll, and Mary Dryden) are acquainted with Bill Ray.

AUTHORIZATION

President or Chief Executive Officer and/or Board Chair (title):

Mayor Toby Barker

Signature: _____

Summary of Proposal

In order to better serve and protect the residents of Hattiesburg and surrounding counties, the Hattiesburg Police Department (HPD) proposes to enhance its current K-9 program with the purchase of three SUVs which will allow HPD to increase K-9 presence on the interstate and boost efforts to combat drug trafficking through Hattiesburg. The Hattiesburg Police Department is requesting the funds from Asbury Foundation to purchase three SUVs to be outfitted as K-9 cruisers. The total cost for the SUVs is estimated at \$111,000, and the kennel transport systems for the K-9s is estimated at a total of \$11,100. All three vehicles will be assigned as replacements in order to remove from service three potentially hazardous vehicles with high mileage, exhaust leaks, and mounting repair and maintenance costs.

The Hattiesburg Police Department is comprised of over 100 police officers across four shifts. Currently, HPD has four dual-purpose police dogs to cover all four shifts. One additional specialty-trained explosives detection dog will soon retire due to medical issues. A dual-purpose K-9 is one that has been trained in narcotics detection as well as searching, tracking, and apprehending criminals. Police dogs provide a wide range of benefits and can be used for a variety of tasks. Not only are they skilled at detecting drugs, but they can also be used to apprehend criminals, conduct missing searches, protect officers, conduct building searches, locate evidence, identify suspects, assist with traffic stops, and participate in K-9 demonstrations at local schools. Enhancing the K-9 program with newer, more reliable vehicles will allow HPD to increase drug interdiction on the interstate and make the Hattiesburg Police Department more readily able to aid surrounding counties and law enforcement agencies in need of K-9 support.

The project performance period for the expansion of the HPD K-9 program will be one year, from May 1, 2021 until April 30, 2022. The K-9 program is ongoing, but this one year should allow ample time for the purchasing and customization process. The process of purchasing and outfitting the SUVs is expected to take at least nine months. The Hattiesburg Police Department will also assume the responsibility of providing for any other needs associated with the K-9 program, including training, equipment and supplies for the dogs, veterinary expenses, officer salaries, and vehicle fuel, maintenance, and repairs.

Hattiesburg Police Department K-9 Program

Program Budget

Expense	Cost per Unit	Quantity	Total Cost	Proposed Funding Source
Ford Police Interceptors	\$37,000	3	\$111,000	Asbury Foundation
K9 Kennel Transport System	\$3,700	3	\$11,100	Asbury Foundation
Total Requested			\$122,100.00	

Budget Narrative

The extra expense to the Hattiesburg Police Department will be the purchase of the Ford Police Interceptor SUVs along with the K9 Kennel Transport Systems. The SUV K-9 cruisers will replace the vehicles currently being used by the officers, and the Hattiesburg Police Department has their own facility where they provide the maintenance, repairs, and fuel for the vehicles.

Ford Police Interceptors. The Hattiesburg Police Department will purchase three outfitted Ford Police Interceptor SUVs. Each outfitted SUV will include the standard police cruiser features such as tinting, stripes, lettering, a computer, radar, lights, sirens, radio, and other miscellaneous equipment. Ballistic door panels will be included to protect the occupants from gunfire.

K9 Kennel Transport Systems. Three kennel transport systems will be purchased to install in each of the Ford Police Interceptors. The kennels will be built specifically to fit the Ford Police Interceptors, with a temperature monitor and cooling system to ensure the optimal temperature for the health and safety of the K-9. The kennel system will also include the rescue door opening system, to automatically release the dog from the vehicle upon remote activation by the handler.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 2, 2021

Re: Acknowledge bids received January 28, 2021 in a reverse auction for (10) 2021 Harley-Davidson FLHP Road King motorcycles for the Hattiesburg Police Department and accept the bid from Rossmeyer Daytona Motorcycles in the amount of \$54,000 for 12 months as the best and only bid received.
File Number: 2021-123
Minute Book #

Summary

Acknowledge bids received January 28, 2021 in a reverse auction for (10) 2021 Harley-Davidson FLHP Road King motorcycles for the Hattiesburg Police Department and accept the bid from Rossmeyer Daytona Motorcycles in the amount of \$54,000 for 12 months as the best and only bid received.

Recommendation Statement

Please place this on the March 2, 2021 City Council meeting for consideration.

Title:	10 Motorcycles for Hattiesburg Police Department on a 12 Month Lease
Agency:	Mississippi > City of Hattiesburg
Start date:	28-Jan-2021 10:00:00 AM
End date:	28-Jan-2021 10:30:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
50874	bkuhnly	54000.0000	28-Jan-2021 10:01:39 AM	Barry	Kuhnly	Daytona Harley-Davidson	bkuhnly@brhd.com	9542572073



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 2, 2021

Re: Authorize the Administration to apply for a grant from the U.S. Army Corps of Engineers through their Section 592 Program to provide funding for the rehabilitation of the City's Wastewater Collection System, specifically the 63rd Street Lift Station, estimated to cost approximately \$6.6M. Authorize Mayor to execute any and all documents required for such application.
File Number: 2021-142
Minute Book #

Summary

Authorize the Administration to apply for a grant from the U.S. Army Corps of Engineers through their Section 592 Program to provide funding for the rehabilitation of the City's Wastewater Collection System, specifically the 63rd Street Lift Station, estimated to cost approximately \$6.6M. Authorize Mayor to execute any and all documents required for such application.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 2, 2021 City Council meeting for consideration.

Section 592 Project Questionnaire

1. Non-Compliance – Sewer¹ Non-compliance (MDEQ, MDH, etc.) with sewer issues?
2. Non-Compliance – Water¹ Non-compliance (MDEQ, MDH, etc.) with water issues?
3. NFS Funding Secured ☐ Yes ☒ No
4. NFS Project Design Status
5. Poverty/Low Income Community
 - a. Percent of population for whom poverty status is determined. = %
 - b. The average Median household Income =
6. Public Facilities Affected (Schools, Hospitals, etc.) How many public facilities (schools, hospitals, etc.) immediately impacted/affected by implementation of the project (or by not implementing project)?
7. # of People Potentially Impacted?
8. Project Cost?
9. NFS NO Previous 592 Project? Has community previously executed a Project Cooperation Agreement (PCA) or Project Partnership Agreement (PPA) under the Section 592 authorization? ☒ Yes ☐ No If yes, in what year?
10. Emergency - Is the community experiencing an emergency situation involving catastrophic sewer and/or water events occurred within 90 days. ☐ Yes ☒ No
11. Development - Is this project for community development? ☐ Yes ☒ No

¹ (Actual documentation must be presented showing correspondence with the local, state and/or Federal agency stating community's environmental non-compliance).

Signature of Official

Printed Name, Title, City/County

Date

January 28, 2021

Phillip C. Rogers
Project Manager
U.S. Army Corp of Engineers
Vicksburg District
4155 Clay Street
Vicksburg, MS 39183-3435

Dear Mr. Rogers,

The City of Hattiesburg (COH) is requesting funding from the U.S. Army Corps of Engineers, Vicksburg District, for aid in the rehabilitation of the city-owned Wastewater Collection System (WCS). The City of Hattiesburg has a population of approximately 46,000 people, a median household income (MHI) of \$34,735 and an estimated 32.5% of the population living below the poverty level.

On January 21, 2021 a federal Consent Decree (CD) (Appendix A) was lodged between the City of Hattiesburg, the U.S. Environmental Protection Agency (EPA) and the Mississippi Department of Environmental Quality (MDEQ). The goal of the CD is to eliminate Sanitary Sewer Overflows (SSO/s) in the WCS. From earlier investigations the COH has determined that the proposed project would help in the achievement of the goals of the CD.

In the proposed project, the 63rd Street Lift Station would be refurbished and the required force main would be rerouted to pump directly to the South Lagoon Treatment facility. Approximately 5,000 citizens across the sewer basins served by the pump station and assist in the reduction of SSOs and surcharged sewer mains and manholes in these areas. The project is conceptually estimated to cost approximately \$6.6M. Appendix B contains a report compiled for the project concept which contains an opinion of probable costs.

Your consideration of this project for funding is greatly appreciated. I look forward to hearing from you.

Sincerely,

Lamar Rutland, P.E.
Director of Engineering
City of Hattiesburg



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 2, 2021

Re: Declare and approve a sole source purchase covering rental election equipment and related services for the upcoming municipal election(s), as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute, in duplicate, rental agreement with Election Systems and Software,

File Number: 2021-127
Minute Book #

Summary

Recommendation Statement

Please place this on the March 2, 2021 City Council meeting for consideration.



February 11th, 2021

Re: Municipal Election Support

Quote # - ESS-1202

Kermas Eaton (City Clerk)

City of Hattiesburg

PO Box 1898, 39403

200 Forest Street

Hattiesburg, MS 39401

Phone: 601-545-4602

Fax: 601-584-4892

e-mail: keaton@hattiesburgms.com

Dear Mr. Eaton

ES&S is pleased to offer to you the following pricing for your 2021 Municipal Election Support.

April 6th, 2021 Municipal Election Support

6 Days of Technician Support @ \$898/per day - \$5,388.00

Delivery and Rental of (45) TSX machines and peripherals - \$6,975.00

- Includes Voter Access Cards, paper, Supervisor Cards, Administrator Cards, encoders, headphones, TSX cards, seals, etc....

Database Coding Support - \$1,455.00

Total - \$13,818.00

Ballot Pricing - \$0.34/each, plus shipping and handling

April 27th, 2021 Municipal Election Runoff Support

5 Days of Technician Support @ \$898/per day - \$4,490.00

Database Coding Support - \$1,455.00

TSX Rental - Included

Total - \$5,945.00

Ballot Pricing - \$0.34/each, plus shipping and handling

June 8th, 2021 Municipal Election Support

6 Days of Technician Support @ \$898/per day - \$5,388.00

Delivery and Rental of (75) TSX machines and peripherals - \$11,625.00

- Includes Voter Access Cards, paper, Supervisor Cards, Administrator Cards, encoders, headphones, TSX cards, seals, etc....

Database Coding Support - \$1,455.00

Total - \$18,468.00

Ballot Pricing - \$0.34/each, plus shipping and handling

Considerations that impact pricing:

1. Pricing is valid for 60 days.
2. Price includes all travel and expenses.
3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.

"Maintaining Voter Confidence. Enhancing the Voting Experience."



Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

A handwritten signature in black ink that reads 'Bill Lowe'.

Bill Lowe
Election Systems & Software
Account Manager - State of Mississippi
5738 Hwy 80 West Suite C
Jackson, MS 39209
Phone – 601-922-2476
Cell – 601-497-4769
Fax – 601-922-8475

Election Official Approval



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 2, 2021

Re: Declare and approve a sole source purchase for Watch Guard Body Camera and In Car 4RE Systems from Watch Guard for Hattiesburg Police Department in the amount of \$62,300.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is a sole manufacturer and exclusive distributor of this system.
File Number: 2021-44
Minute Book #

Summary

Declare and approve a sole source purchase for Watch Guard Body Camera and In Car 4RE Systems from Watch Guard a total of 10 for Hattiesburg Police Department new vehicles in the amount of \$62,300.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is a sole manufacturer and exclusive distributor of this system.

Recommendation Statement

Please place this on the March 2, 2021 City Council meeting for consideration.



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Peggy Sealy, Chief of Police

January 12, 2021

Department of Finance
City of Hattiesburg Mayor and City Council

RE: Watch Guard Body Camera's and In Car Video Systems

Our Police Department is requesting the purchase of the Watch Guard Body Camera's and In Car 4RE Systems from Watch Guard. This system is needed to replace our existing In Car Video Systems which is approaching end of life, and add on to the existing fleet inventory. Compatibility of the video recording system with our current Watch Guard products is a primary consideration for this purchase. Watch Guard provides the technology for the two systems to be compatible

Other companies make similar systems; however, the Watch Guard system allows our users the ability to save the recordings to our existing evidence library. The competitor's version of this system does not offer this selective form of product saving. This product is only available through Watch Guard, due to the patent of the product being owned by this company.

Please consider this a sole source request as no comparative or competitive quotations can be obtained. Watch Guard is the sole manufacturer and exclusive distributor of this product.

Sincerely,

A handwritten signature in blue ink that reads "Peggy Sealy".

Peggy Sealy
Chief of Police

PS/srh

HATTIESBURG POLICE DEPARTMENT
300 KLONDYKE STREET • HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867)

FAX (601) 545-4952
CELLULAR * C.S.



4RE/VISTA Price Quote

CUSTOMER: Hattiesburg Police Department

ISSUED: 1/13/2021 3:28 PM

EXPIRATION: 3/12/2021 6:00 PM

TOTAL PROJECT ESTIMATED AT:
\$62,300.00

ATTENTION: Capt. Weaver

SALES CONTACT: Dana Reynolds

PHONE: 601-544-7900

DIRECT: (469) 342-8976

E-MAIL:

E-MAIL:
dana.reynolds@motorolasolutions.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-BUN	VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	10.00	\$5,550.00	\$0.00	\$55,500.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	10.00	\$0.00	\$0.00	\$0.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	10.00	\$75.00	\$0.00	\$750.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	10.00	\$150.00	\$0.00	\$1,500.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	10.00	\$200.00	\$0.00	\$2,000.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10' Ethernet Cables)	10.00	\$200.00	\$0.00	\$2,000.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778



4RE/VISTA Price Quote

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	10.00	\$0.00	\$0.00	\$0.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$550.00	\$0.00	\$550.00
					\$62,300.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$62,300.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



8th of January 2021

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the 4RE Digital In-Car Video System, the High-Fidelity Wireless Microphone System, and the VISTA and V300 wearable camera systems. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey. WatchGuard is the only company able to provide warranties and maintenance for the above-mentioned products.

Additionally, several important and unique features are available only with these products;

4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.
- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard Video, which is the industry's only dual lens, rotatable turret camera which houses a 68-degree rotatable camera and a 150 degree panoramic camera.

Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.



VISTA, VISTA WiFi, & VISTA XLT

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of recording at least 9 continuous hours of HD video. VISTA has other unique features, including:
 - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
 - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event
 - Quick Connect Mobile Charger
 - VISTA XLT Point-of-View Mounting

V300

- The WatchGuard V300 HD body camera and its continuous-operation capabilities solve the dilemma of keeping cameras and officers productive beyond a 12-hour shift. A detachable battery is easily changed by the officer, and 128GB of memory ensures space for all recorded events. The only wearable camera to integrate with the WatchGuard Video Evidence Library and EvidenceLibrary.com video and evidence management applications.
 - Detachable Battery - Easily change the WatchGuard V300 detachable battery while on the go.
 - Wireless Uploading - Send critical video back to headquarters while still in the field.
 - Incident Recovery - Go back in time and capture video from events days after they happened, even when the record button was never pressed.
 - Natural Field of View - Eliminate the fisheye effect from wide-angle lenses that warps video footage. Distortion correction technology provides a clear and complete evidence review process.
 - Integrated with In-Car System - One or more WatchGuard V300 cameras and a 4RE in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

Respectfully submitted,

Troy Montgomery
Director of Sales
WatchGuard Video, Inc.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, March 2, 2021

Re: Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments
File Number: 2021-120
Minute Book #

Summary

Ratification of Release of Liens 3 2 2021

Recommendation Statement

I recommend the ratification of the release of lien documents for the properties on the attached list.

Please place this on the March 2, 2021 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Division Manager

DATE: March 2, 2021

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien documents for the following properties:

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK NUMBER/PAGE NUMBER OF THE ADJUDICATION TO BE RELEASED	NOTE
Lana Faye Mertz Cross	Golf Course Road	34093	1316/371-372	Resolution 2019-151 Payment Received \$8,441.63
Deric Dearman c/o Jimmy Knight	351 Emerson Dr.	22775	1318/627-628	Resolution 2019-225 Payment Received \$297.50
Sandra Gibson	Allen Street	12718	1318/619-620	Resolution 2019-221 Payment Received \$287.50
Myron Evans	901 Fairley Street	25860	1300/398-399	Resolution 2018-175 Payment Received \$6,147.44
Carrie Harper Howze	707 E. 9 th Street	15761	1293/30-31	Resolution 2018-117 Payment Received \$4,828.11
Julian Thomas Benson	530 Buschman Street	15803	1293/20-21	Resolution 2018-112 Payment Received \$933.00

Thomas Pearson	209 E. 3 rd Street	21994	1318/573-574	Resolution 2019-208 Payment Received \$3,341.80
Phillip Gattuso	102 South Street	19729	1318/571-572	Resolution 2019-207 Payment Received \$299.14
Ricky Lindsey	315 Miller Street	20574	1300/394-395	Resolution 2018-173 Payment Received \$4,104.00
Jason Adams	307 Conti Street	14698	1318/577-578	Resolution 2019-210 Payment Received \$2,926.40
Delphia and Calvin Jackson	218 Oak Street	20282	1302/564-565	Resolution 2018-205 Payment Received \$4,539.00
Anita Faye Mack	701 Eufala Avenue	15156	1300/390-391	Resolution 2018-172 Payment Received \$2,776.00
FAM, LLC c/o Jerome Chapman	719 Walnut St.	24073	1318/581-582	Resolution 2019-212 Payment Received \$296.05
State of Mississippi	110 Harrell Street	13352	1318/603-604	Resolution 2019-213 Payment Received \$281.50
Flora B. Allen	201 Chestnut Avenue	22328	1293/24-25	Resolution 2018-114 Payment Received \$3,780.00
Perry L. Miller	210 Chestnut Street	22355	1293/32-33	Resolution 2018-118 Payment Received \$1,557.00
ACE Properties c/o 101 Ashford Circle, LLC Ste. 120	212 Chestnut Avenue	22354	1293/34-35	Resolution 2018-119 Payment Received \$1,753.00
Eddi & Mead Dawn Dockery	224 Dossett Avenue	27426	1318/617-618	Resolution 2019-220 Payment Received \$287.00
Mary Ann Smith Thomas	1221 Ida Avenue	27362	1318/607-608	Resolution 2019-215 Payment Received \$224.25
Givon Forbes	111 Dearborne Street	20922	1318/613-614	Resolution 2019-218 Payment Received \$2,932.10
Andy Hunter	805 Arledge Street	12877	1316/381-382	Resolution 2019-167 Payment Received \$10,570.13

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	July 10, 2019
BOOK:	1316
PAGE:	371-372
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$8441.63
NAME:	Lana Faye Mertz Cross

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Golf Course Road Parcel# 2-025P-36-027

Legal Description:

A part of the SW ¼ of the SE ¼ of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi, and being more particularly described as commencing at the SW corner of said SW 1/ of SE ¼ of the run East along the South line of said Forty for 772 feet; thence run North for 644 feet to and for the Point of Beginning; thence run West 84 feet; thence run North for 536 feet to the intersection with centerline of a drain; thence run Easterly along the centerline of said drain for 320 feet, more or less, to the intersection with the West line of a public road; thence run Southeasterly along the Point of Beginning; thence run West for 252.4 feet to the Point of Beginning; and comprising 3.5 acres, more or less; LESS AND EXCEPT 1.5 acres lying North of a public road which runs East and West and South of Centerline of drain which runs East and West, said land herein conveyed comprising 2.0 acres, more less.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	August 8, 2019
BOOK:	1318
PAGE:	627-628
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$297.50
NAME:	Deric Dearman c/o Jimmy Knight

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

351 Emerson Dr.

Legal Description:

Lot 114 of Parkhaven North Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	August 8, 2019
BOOK:	1318
PAGE:	619-620
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$287.50
NAME:	Sandra Gibson

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Allen St. Parcel# 2-029B-03-167

Legal Description:

Lot 14 & S ½ Lot 15 Anderson 1st Survey Rec# 9056

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	December 7, 2018
BOOK:	1300
PAGE:	398-399
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$6,147.44
NAME:	Myron Evans

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

901 Fairley Street

Legal Description:

Beginning at the Northwest corner of the northeast quarter of the southeast quarter of section 3, township 4 north, range 13 west, in the City of Hattiesburg, Forrest County, Mississippi and run South 3131 feet and thence east 25 feet to and for a point of beginning, from said point of beginning feet, thence East 170 feet, thence south 60 said point of beginning feet, thence East 170 feet, thence south 60 feet, thence west 170 feet, and thence north 60 feet to the point of beginning.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	October 12, 2018
BOOK:	1293
PAGE:	30-31
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$4,828.11
NAME:	Carrie Harper Howze

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

707 E. 9th Street

Legal Description:

A part of Block 41 of the Hardy & Scott Survey of the City of Hattiesburg, Forrest County, Mississippi, more particularly described as: Beginning at the Northwest Corner of 9th Street and River Street, as now constituted, the same being 20 feet West of the original Northwest Corner of said Block 41, run thence East along the South margin of 9th Street a distance of 127 feet to the point of beginning; from said point of beginning run thence East 53 feet, thence run South 87 feet, thence run West 53 feet, thence run North 87 feet to 9th Street to the point of beginning, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	October 12, 2018
BOOK:	1293
PAGE:	20-21
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$933.00
NAME:	Julian Thomas Benson

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

530 Buschman Street

Legal Description:

All of Lot one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), and lots thirteen (13), fourteen (14), fifteen (15), and sixteen (16) of Block forty-nine (49) of Hardy and Scott Survey in the City of Hattiesburg, County of Forrest, State of Mississippi together with all improvements thereon belonging.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	August 8, 2019
BOOK:	1318
PAGE:	573-574
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$3,341.80
NAME:	Thomas Pearson

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

209 E. 3rd Street

Legal Description:

Lot Twenty-four (24) in Block One (1) of the K. McInnis Subdivision of Block One Hundred Sixty-eight (168) of the Crittenden Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat of said survey on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	August 8, 2019
BOOK:	1318
PAGE:	571-572
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$299.14
NAME:	Phillip Gattuso

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

102 South Street

Legal Description:

Part of Section 9, Township 4 North, Range 13 West, and located in the John Kamper Subdivision, Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	December 7, 2018
BOOK:	1300
PAGE:	394-395
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$4,104.00
NAME:	Ricky Lindsey

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

315 Miller Street

Legal Description:

Lot 9, Block 5, C.J. Miller Survey, and Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	August 8, 2019
BOOK:	1318
PAGE:	577-578
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$2,926.40
NAME:	Jason Adams

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

307 Conti Street

Legal Description:

Lot 13 in blocks 3 of the Davis and Ferguson Survey or addition to the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said survey on file and of record in the office of The Chancery Clerk of Forrest County, together with all improvement which property as known as municipal no 301 Conti Street in the said City of Hattiesburg, Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	January 9, 2019
BOOK:	1302
PAGE:	564-565
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$4,539.00
NAME:	Delphia and Calvin Jackson

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

218 Oak Street

Legal Description:

Lot 13, Block 2 of the R.A. Magruder Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	December 7, 2018
BOOK:	1300
PAGE:	390-391
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$2,776.00
NAME:	Anita Faye Mack

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

701 Eufala Avenue

Legal Description:

Lot eight (8) in Block three (3) of the H.I. Ferguson Subdivision of Block Ten (10) of the James E. Arledge Survey or Addition to the City of Hattiesburg, Mississippi as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements and appurtenances there unto belonging

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	August 8, 2019
BOOK:	1318
PAGE:	581-582
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$296.05
NAME:	FAM, LLC c/o Jerome Chapman

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

719 Walnut Street

Legal Description:

Lot 4 and part of Lot 5 BLK 92 Stapleton & Bayne S/D, A part of Lot 22 in Block 92 of the Stapleton and Bayne Subdivision of Block 92 of the Kamper and Lewin Survey or Addition to the City of Hattiesburg, Lot six (6) in Block Tow of the W. A. Johnson Survey of the City of Hattiesburg, and Lot 14, and all of Lot 15, Less 8 feet off the entire length of the South side of Lot 15, all in Block 3, D. D. McInnis First Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	August 8, 2019
BOOK:	1318
PAGE:	603-604
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$281.50
NAME:	State of Mississippi

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

110 Harrell Street

Legal Description:

PT BLK BEG 450FT SW & 330FT SE OF NW COR SE 80FT SW 200FT NW 80FT NE 200FT TO BEG BRICKYARD D. D. MCINNIS 3RD B540 P484/84

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	October 12, 2018
BOOK:	1293
PAGE:	24-25
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$3,780.00
NAME:	Flora B. Allen

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

201 Chestnut Avenue

Legal Description:

All of Lot one (1) and Block two (2) of the Oak Gardens Re-Subdivision or Block fifteen (15) of the Burkett Subdivision or Addition to the City of Hattiesburg County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	October 12, 2018
BOOK:	1293
PAGE:	32-33
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$1,557.00
NAME:	Perry L. Miller

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

210 Chestnut Avenue

Legal Description:

Lot Eleven (11), Block one (1) of the Oak Gardens Re-Subdivison of Block 15 of Burkett's Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	October 12, 2018
BOOK:	1293
PAGE:	34-35
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$1,753.00
NAME:	Ace Properties c/o 101 Ashford Circle, LLC Ste. 120

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

212 Chestnut Avenue

Legal Description:

Lot ten (10), block one (1) of Oak Gardens Re-Subdivision of block fifteen (15) of Burkett's Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 7 at Page 42; together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	August 8, 2019
BOOK:	1318
PAGE:	617-618
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$287.00
NAME:	Eddi & Mead Dawn Dockery

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

224 Dossett Avenue

Legal Description:

Beginning at the Southwest corner of the SW ¼ of the NE ¼ of NE ¼ of Section 21, Township 4 North, Range 13 West, and running East (variation 5 degrees 15 minutes East) for a distance of 130 feet, thence run North 70 feet, thence run West 130 feet, thence run South 70 feet to the point of beginning; together with the improvements and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	August 8, 2019
BOOK:	1318
PAGE:	607-608
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$224.25
NAME:	Mary Ann Smith Thomas

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

1221 Ida Avenue

Legal Description:

Begin at the Southeast corner of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 21, Township 4 North Range 13 West and run thence North 160 feet for a point of beginning; and run thence West 100 feet; run thence North 100 feet; thence East 100 feet, and thence South 100 feet to the point of beginning.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	August 8, 2019
BOOK:	1318
PAGE:	613-614
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$2,932.10
NAME:	Givon Forbes

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

111 Dearborne Street

Legal Description:

Lots 18 and 19 in Block 5 of the Moseley and Dozier as per map or plats thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	July 10, 2019
BOOK:	1316
PAGE:	381-382
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$10,570.13
NAME:	Andy Hunter

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

805 Arledge Street

Legal Description:

A part of Lot 3, Block 5, J.E. Arledge Survey in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to wit: commence at the NE corner of Lot 3, Block 5, of the aforesaid subdivision, and run East for 208 2/3 feet; thence run North 65 feet back to the point of beginning.

IN WITNESS WHEREOF, this instrument is executed on this the 2nd day of March, 2021.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director, Russell Archer

Date: Tuesday, March 2, 2021

Re: Acknowledge receipt of request filed by Anna Rush, Owner, to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Anna Rush to paint exterior brick at 307 West Pine Street. The HHCC Denied on February 10, 2021. Set a public hearing before City Council on April 5, 2021 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.
File Number: 2021-137
Minute Book #

Summary

Set Appeal Hearing – Hattiesburg Historic Conservation Commission (HHCC) – 307 West Pine Street paint exterior brick, Ward 4

Recommendation Statement

Set Appeal Hearing – Hattiesburg Historic Conservation Commission (HHCC) – 307 West Pine Street paint exterior brick, Ward 4

Please place this on the March 2, 2021 City Council meeting for consideration.



Send to:
Ginger Maddox Lowrey, Planning Manager
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962

**REQUEST TO APPEAL HISTORIC CONSERVATION COMMISSION
DECISION**

Today's Date: 2/12/2021
Historic Conservation Commission Meeting Date: 2/10/2021 <i>(Appeals must be made within 10 consecutive days of the decision)</i>
Name of Property Owner/Petitioner: Anna Rush
Name of Person Requesting Appeal Hearing: Anna Rush
Mailing Address of Person Requesting Appeal Hearing: P.O. Box 105 Hattiesburg, MS 39403
Address of Petitioned Property: 307 W. Pine
Petitioner's Request of the Historic Commission: paint brick
Historic Commission's Decision: Approve ☐ or Deny ☒

I/We hereby APPEAL the Historic Conservation Commission Decision for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.



Petitioner (signature)

Petitioner (signature)

PUBLIC HEARING

NOTICE is hereby given that an application has been filed by Anna Rush, Owner, to appeal the decision made February 10, 2021, by the Hattiesburg Historic Conservation Commission regarding the request to paint exterior brick at 307 West Pine Street.

After hearing the Hattiesburg Historic Conservation Commission's vote that the request be DENIED, with Anna Rush being aggrieved with the decision, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4:00 p.m., Monday, April 5, 2021, in the Jackie Dole Sherrill Community Center, 220 W. Front Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of March, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

Publish (1) Thursday, March 18, 2021
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, March 2, 2021

Re: Acknowledge receipt of the the two quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972
File Number: 2021-128
Minute Book #

Summary

Acknowledge receipt of the the two quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of January 25, 2021 through February 21, 2021, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the March 2, 2021 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
RK WALLACE CONSTRUCTION FAIRLEY CONSTRUCTION	220343	\$ 43,804.00 \$ 52,000.00	HANGAR #6 DOOR REPAIR
CHAIN ELECTRIC DOLEAC ELECTRIC	220347	\$ 22,700.00 \$ 34,837.00	STRING LIGHTS SAENGER ALLEY
CORE & MAIN CONSOLIDATED PIPE & SUPPLY	220488	\$ 49,875.00 \$ 66,800.00	SAMPLING STATIONS 3' BRY
PERFORMANCE RESCUE MID-SOUTH RESCUE	220616	\$ 18,000.00 \$ 19,150.00	NEW TRUCK EQ - STATION 9
FERRARA FIRE APPARATUS NAFECO	220618	\$ 8,560.00 \$ 8,580.06	NEW TRUCK EQ - STATION 9



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021 Page 1 of 1

Purchase Order Number **00220343**
Purchase Order Date **01/26/2021**
Department **ENGINEERING**

FID 64-6000432

Vendor 47014
R K WALLACE CONST INC
28 NEW HOME CHURCH RD
JAYESS, MS 39641-8042

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	ROBERT@RKWALLACE.COM	47014	220496	Sylvester London	

NOTES

MB PENDING HANGAR #6 DOOR REPAIR-ENG

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	MB PENDING-HANGAR #6 DOOR REPAIR-ENG GL #: 039551 - 635000	1.0000	EACH	\$43,804.0000	\$43,804.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$43,804.00

Purchase Order Total **\$43,804.00**

From: [Hensarling, Sharon](#)
To: [Wallace, Robert; stephen@fairleyconstruction.com](#)
Cc: [Rutland, Lamar; chipgibson@hattiesburgairport.com](#)
Subject: Airport Door Repair
Date: Friday, January 15, 2021 12:33:00 PM

Gentlemen,

After careful consideration, the City has rejected the low bid on the request for quotes we made recently for repairs to the hangar door at the Bobby Chain Airport. Therefore, we are soliciting new bids.

We have also implemented a new accounting and purchasing system effective January 2, so our process for requesting quotes for projects under \$50,000 has changed.

At this time, the Engineering Department of the City of Hattiesburg is requesting quotes for the following:

CONTRACTOR SHALL PROVIDE MATERIALS AND LABOR TO REPAIR HANGAR 6 DOOR AT THE BOBBY L. CHAIN MUNICIPAL AIRPORT

QUOTE SHALL INCLUDE A DESCRIPTION OF THE REPAIRS TO BE MADE AND AN ESTIMATED COST BROKEN DOWN BY MATERIALS AND LABOR

QUOTES MUST BE SUBMITTED IN WRITING ON COMPANY LETTERHEAD AND INCLUDE THE DATE AND SIGNATURE OF THE AUTHORIZED BIDDER

QUOTES MAY BE EMAILED TO lrutland@hattiesburgms.com

QUOTES MUST BE RECEIVED BY **5:00 PM THURSDAY JANUARY 21, 2021**

Please contact Lamar Rutland at 601-545-4540 if you have any questions.

Thank you for your interest in working with the City of Hattiesburg!

Sharon Waits Hensarling
Accountant, Engineering Department
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39403-1898
PH 601-545-4541 Fax 601-545-4642
shensarling@hattiesburgms.com

From: [Rutland, Lamar](#)
To: [Hensarling, Sharon](#)
Subject: Hangar Door airport
Date: Monday, January 25, 2021 2:51:05 PM
Attachments: [20210125145223730.pdf](#)
[Hangar #6 Door Repair Description.pdf](#)

Please see attached. Lets award to Wallace.

Lamar Rutland, P.E.
City of Hattiesburg
Director of Engineering
Ph (601)545-4540

R K Wallace

Construction, Inc.

A Steel Building Contractor and Erector

28 New Home Church Rd, Jayess, MS 39641

Phone: 601.876.3833

Fax: 601.876.2158

www.rkwallace.com

Bid For Hangar #6 Door Repair

Bid Date: 5:00 PM Thursday January 21, 2021

Hangar #6 Door Repair description of work

1. Repair and reattach Right cylinder pivot point connection bracket to the door
2. Repair Right cylinder receiver pin plates
3. Alter right cylinder pivot connection bracket at the door Jamb post to align cylinder to prevent from breaking again
4. Secure right door jamb to building column and concrete
5. Remove wall panels to access four broke hinges
6. Forklift to press left side of door frame into building 6 plus inches closer to straight alignment
7. Push left door jamb/header in 6 plus inches and attach jamb/header to building frame and concrete
8. Reattach weld door hinges to building frame
9. Reattach metal wall panels above the door
10. Replace 2 damaged wall panels on door
11. Reattach left and right cylinders to door
12. Replace damaged hydraulic lines back to door frame
13. Flush lines and fill hydraulic fluid
14. Operate door verify operations and limits are correct
15. Assuming all broke and damaged pieces from the door are still on the floor to use for repairs
16. Assuming existing cylinder rods and cylinders are not damaged.

Price:

Material \$17,360.00

Labor \$26,164.00

Total \$43,804.00

Date of Bid: January 21, 2021

Robert Wallace

Digitally signed by Robert Wallace
DN: cn=Robert Wallace, o=R K Wallace
Construction, Inc, ou,
email=Robert@RKWallace.com, c=US
Date: 2021.01.21 15:35:00 -06'00'

Robert Wallace, President
R K Wallace Construction, Inc.
28 New Home Church Rd
Jayess, MS 39641
Cell 601-303-7095



Lamar Rutland

Lamar Rutland
Director of Engineering

A Steel Building Contractor and Erector

Fairley Construction Services, Inc.

828 Hwy 11

Petal, MS 39465

PH: (601)583-3778

FAX: (601)544-0638

City of Hattiesburg

Attn: Lamar Rutland

220 W Front St. ~ 2nd Floor

Hattiesburg, MS 39401

RE: Bobby Chain Airport ~ Quote

Repair hanger door at Bobby Chain Airport ~ Labor & Materials-----\$52,000.00

Please let me know if you have any questions

Thank you,

A handwritten signature in dark ink, appearing to read "Stephen M. Fairley", written in a cursive style.

Stephen M. Fairley

President



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
212 West Front St
Centennial Building
Hattiesburg, MS 39401

1014

Purchase Order

Fiscal Year 2021

Page 1 of 1

Purchase Order Number

00220347

Purchase Order Date

01/26/2021

Department

ENGINEERING

FID 64-6000432

Vendor
CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG, MS 39403-2058

2445

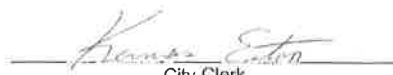
VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		2445	220495	Sylvester London	

NOTES

MB PENDING STRING LIGHTS SAENGER ALLEY-ENG

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	MB PENDING STRING LIGHTS SAENGER ALLEY-ENG GL #: 002300 - 699900	1.0000	EACH	\$22,700.0000	\$22,700.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$22,700.00

Purchase Order Total \$22,700.00

Hensarling, Sharon

From: Rutland, Lamar
Sent: Thursday, January 14, 2021 10:53 AM
To: Larry Doleac; Harvey Simmons
Cc: Hensarling, Sharon
Subject: String Lights Alley
Attachments: Saenger Alley Lighting Plans.pdf

Gentleman,

The City of Hattiesburg is going through some accounting upgrades and therefore some of our process's are changing. I am emailing you to obtain an two quote bid from you regarding string lights in the alley adjacent to the Sanger. Please provide me with your cost to perform the work based on the attached plans. Your response must be on company letterhead. You can email it to me but it needs to be on letterhead. I have attached the plans which involve running some conduit and the placement of outlets and string lights. Please let me know if you have any questions.

Thanks

Lamar Rutland, P.E.
City of Hattiesburg
Director of Engineering
Ph (601)545-4540

Hensarling, Sharon

From: Rutland, Lamar
Sent: Thursday, January 14, 2021 10:53 AM
To: Larry Doleac; Harvey Simmons
Cc: Hensarling, Sharon
Subject: String Lights Alley
Attachments: Saenger Alley Lighting Plans.pdf

Gentleman,

The City of Hattiesburg is going through some accounting upgrades and therefore some of our process's are changing. I am emailing you to obtain an two quote bid from you regarding string lights in the alley adjacent to the Sanger. Please provide me with your cost to perform the work based on the attached plans. Your response must be on company letterhead. You can email it to me but it needs to be on letterhead. I have attached the plans which involve running some conduit and the placement of outlets and string lights. Please let me know if you have any questions.

Thanks

Lamar Rutland, P.E.
City of Hattiesburg
Director of Engineering
Ph (601)545-4540



1308 W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

January 20, 2021

City of Hattiesburg
Director of Engineering
Attn: Lamar Rutland

Re: Saenger Alley String Lighting – City of Hattiesburg

Please accept this as our proposal to install I-Bolts, cables, string lighting, and electrical as per drawings, dated 1-12-2021, for the Saenger Alley String Lighting – City of Hattiesburg Project located in Hattiesburg, MS.

INSTALL I-BOLTS, CABLES, STRING LIGHTING, AND ELECTRICAL	\$ 19,700.00
INSTALL (5) SETS OF ADDITIONAL I-BOLTS AND CABLES ACROSS ALLEY	<u>\$ 3,000.00</u>
TOTAL AMOUNT	\$ 22,700.00

- *Proposal includes all applicable taxes.
- *Execution of a purchase order, based on this proposal, is required.
- *Terms are net 30 days.
- *Proposal is valid for 45 days.

C.R. #00801-MC

If you have any questions or concerns, please call me at 601-475-3811 or 601-596-5152.

Thank you,


Harvey Simmons
Manager, Commercial and Industrial Division


Lamar Rutland, Director of Engineering





doleac electric company, inc.

January 22, 2021

RE: Saenger Ally String Lighting
Hattiesburg Clinic

Gentlemen,

Doleac Electric Co. proposes to furnish all items of labor, material and equipment required for the electrical installation of the referenced project. The complete installation shall be in accordance plan sheets DI-1, , LP-1, LP-2, LP-3, LP-4, LP-5, LD-1, LD-2 as prepared by Neel-Schaffer.

No overtime or bond is included in the proposal.

Total for Base Bid: \$ 34,837⁰⁰

Note: If performance and payment bond is required add 1%.

If I can be of further assistance, please feel free to call.

Sincerely,

Doleac Electric Company, Inc.

Terry Ray Williams
Estimator/Project Manager

1120 finlo drive * p. o. box 1936 * hattiesburg, ms 39403 * (601) 544-2052 * fax (601) 582-4121
12503 dedeaux road * gulfport, ms 39503 * (228) 831-9777 * fax (228) 831-4003

From: [Jones, Ann](#)
To: [Rutland, Lamar](#)
Cc: [Hensarling, Sharon](#)
Subject: RE: String Lights
Date: Thursday, January 14, 2021 10:40:46 AM

002300.6999

From: Rutland, Lamar
Sent: Thursday, January 14, 2021 10:37 AM
To: Jones, Ann <annjones@hattiesburgms.com>
Cc: Hensarling, Sharon <shensarling@hattiesburgms.com>
Subject: RE: String Lights

We don't have an detailed OPC. That's just an educated guess.

Lamar Rutland, P.E.
City of Hattiesburg
Director of Engineering
Ph (601)545-4540

From: Jones, Ann <annjones@hattiesburgms.com>
Sent: Thursday, January 14, 2021 10:11 AM
To: Rutland, Lamar <lrutland@hattiesburgms.com>
Cc: Hensarling, Sharon <shensarling@hattiesburgms.com>
Subject: RE: String Lights

Crap; just for the ally?

From: Rutland, Lamar
Sent: Thursday, January 14, 2021 9:39 AM
To: Jones, Ann <annjones@hattiesburgms.com>
Cc: Hensarling, Sharon <shensarling@hattiesburgms.com>
Subject: RE: String Lights

50k

Lamar Rutland, P.E.
City of Hattiesburg
Director of Engineering
Ph (601)545-4540

From: Jones, Ann <annjones@hattiesburgms.com>
Sent: Thursday, January 14, 2021 9:29 AM

To: Rutland, Lamar <lrutland@hattiesburgms.com>
Cc: Hensarling, Sharon <shensarling@hattiesburgms.com>
Subject: Re: String Lights

What's the estimate?

Sent from my iPhone

On Jan 14, 2021, at 9:26 AM, Rutland, Lamar <lrutland@hattiesburgms.com> wrote:

Ann,

We have the design complete for the string lights we are going to attempt to two quote first. Where do we need to pull the funds from?

Lamar Rutland, P.E.
City of Hattiesburg
Director of Engineering
Ph (601)545-4540



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1011
900 James St
Hattiesburg, MS 39401

Purchase Order Number **00220488**

Purchase Order Date **02/04/2021**

Department **WATER PLANT DIVISION**

FID 64-6000432

Vendor 2559
CORE & MAIN (HD SUPPLY WATERWORKS)
PO BOX 28330
ST LOUIS, MO 63146

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	AMY.EASTER@COREANDMAIN.COM	2559	220679	Rob Waggoner	

NOTES

TWO QUOTE-- SAMPLING STATIONS FOR WATER DEPT

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	#88 KU SAMPLING STATIONS 3' BRY GL #: 009673 - 729500	75.0000	EACH	\$665.0000	\$49,875.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$49,875.00

Purchase Order Total \$49,875.00


City Clerk

#220679

SPECIFICATIONS FOR SAMPLING STATIONS:

- serviceable from above ground
- unthreaded nozzle
- lockable enclosure
- no drain holes
- an O-ring valve
- any depth of bury
- freeze proof



2/1/21



#220679

Bid Proposal for Sample Stations

CITY OF HATTIESBURG

Bid Date: 01/29/2021

Core & Main 1623195

Core & Main

1260 Ellis Ave

Jackson, MS 39209

Phone: 601-960-7012

Fax: 601-960-7022

Seq#	Qty	Description	Units	Price	Ext Price
10	75	#88 KU SAMPLING STATION 3' BRY	EA	665.00	49,875.00
				Sub Total	49,875.00
				Tax	0.00
				Total	49,875.00

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



009673,7295

220679

Consolidated Pipe & Supply Co., Inc.
 5285 Greenway Drive
 Jackson, Ms.

UTILITY QUOTATION						
Name		Hattiesburg				
Attn						
Date		January 5, 2021				
QUANT	UNIT	SIZE	Description	Unit Price	Extension	
10	Ea	3/8"	Mueller (B.O.S.S) Above Ground Hydro-Guard Sampling Station / 18" Bury / Lockable Dark Green Plastic Enclosure / Freeze Protection #BSS0518CHADGTCVNLT Lead Time - 4-6 Weeks *Does Not include Freight	\$ 861.00	\$ 8,610.00	
50	Ea	3/8"	Mueller (B.O.S.S) Above Ground Hydro-Guard Sampling Station / 18" Bury / Lockable Dark Green Plastic Enclosure / Freeze Protection #BSS0518CHADGTCVNLT Lead Time - 6-8 Weeks *Does Not Include Freight	\$ 817.00	\$ 40,850.00	
100	Ea	3/8"	Mueller (B.O.S.S) Above Ground Hydro-Guard Sampling Station / 18" Bury / Lockable Dark Green Plastic Enclosure / Freeze Protection #BSS0518CHADGTCVNLT Lead Time - 8-10 Weeks *Includes Freight	\$ 668.00	\$ 66,800.00	
					\$ -	
			*Price Directly Correlates with Quantity Ordered		\$ -	
					\$ -	
Total=						



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
810 MAIN ST
HATTIESBURG, MS 39401

1023

Purchase Order

Fiscal Year 2021

Page 1 of 1

Purchase Order Number **00220616**
Purchase Order Date **02/10/2021**
Department **HATTIESBURG FIRE DEPARTMENT**

FID 64-6000432

Vendor 3882
PERFORMANCE RESCUE
dba PERFORMANCE RESCUE
96 N BRYANT RD
SUMRALL, MS 39482-4379

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		3882	220841	Danny Wade	

NOTES

HFD-NEW TRUCK EQ-STA 9 2 QUOTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	28 INCH SUPERLIGHT SPREADER GL #: 095635 - 744000	1.0000	EACH	\$9,000.0000	\$9,000.00
2	7 3/8 INCH C-CUTTER GL #: 095635 - 744000	1.0000	EACH	\$9,000.0000	\$9,000.00
3	MUNTING BRACKETS, DRYBOX FOR BATTERIES, FREIGHT& DELIVERY GL #: 095635 - 744000	1.0000	EACH	\$0.0000	\$0.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$18,000.00

Purchase Order Total \$18,000.00


City Clerk



Date: February 4, 2021

Quote for: Hattiesburg Fire Dept.

[illegible]

London, Sylvester

From: Wade, Danny
Sent: Thursday, February 04, 2021 2:12 PM
To: performancerescue@hotmail.com
Cc: Russell, Talmus; Williams, Kimberly; London, Sylvester
Subject: Extrication Tools

Good Afternoon Mark,

Hattiesburg Fire Department is requesting a quote from Performance Rescue on the following items. Please respond to this email with your quote by 5:00pm Thursday 2/11/2021. When responding please "Reply All" so all parties receive the information.

Quantity	Description	
1	28 Inch Superlight Spreader	
1	7 3/8 Inch C-Cutter	
1	Mounting Brackets for listed Tools	
1	Dry Box for Batteries	
		Include Freight

Thank You for your help.

Assistant Chief Danny Wade

Hattiesburg Fire Department

Office: 601-582-3311

Cell: 601-270-4541

dwade@hattiesburgms.com



Mid-South Rescue

Glen Baurnd
4870 Raleigh Lagrange Dr.
Collierville, TN 38017
901-336-7856



Prepared for :

Hattiesburg Fire Department

Quote No. **427**

2/4/2021

Quote Good for 90 days

Description	Qty	Cost	Total
Storm Dual SL-28 Spreader	1	9,750.00	9,750.00
Storm Dual SLC-29 Cutter	1	9,005.00	9,005.00
Bull Dog Brackets for TNT Rescue Tools	2	130.00	260.00
Strongbox Battery Case	1	45.00	45.00
Shipping		90.00	90.00
		Total	\$19,150.00

Signature :

Midsouthrescue@gmail.com

London, Sylvester

From: Wade, Danny
Sent: Thursday, February 04, 2021 2:12 PM
To: midsouthrescue@gmail.com
Cc: Russell, Talmus; Williams, Kimberly; London, Sylvester
Subject: Extrication Tools

Good Afternoon Glen,

Hattiesburg Fire Department is requesting a quote from Midsouth Rescue on the following items. Please respond to this email with your quote by 5:00pm Thursday 2/11/2021. When responding please "Reply All" so all parties receive the information.

Quantity	Description	
1	28 Inch Superlight Spreader	
1	7 3/8 Inch C-Cutter	
1	Mounting Brackets for listed Tools	
1	Dry Box for Batteries	
		Include Freight

Thank You for your help.

Assistant Chief Danny Wade

Hattiesburg Fire Department

Office: 601-582-3311

Cell: 601-270-4541

dwade@hattiesburgms.com





City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021

Page 1 of 1

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
810 MAIN ST
HATTIESBURG, MS 39401

1023

Purchase Order Number **00220618**

Purchase Order Date **02/10/2021**

Department **HATTIESBURG FIRE DEPARTMENT**

FID 64-6000432

Vendor
FERRARA FIRE APPARATUS INC
PO BOX 249
HOLDEN, LA 70744-0249

2805

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
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	MARK.FLOWERS@FERRARAFIRE.COM	2805	220842	Danny Wade	
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NOTES

HFD-NEW TRUCK EQ-STA 9 2 QUOTE

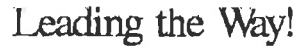
ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	DP25 X 50 800ECO Y KEY FIRE HOSE, YELLOW GL #: 095635 - 744000	8.0000	EACH	\$144.0000	\$1,152.00
2	DP17X50 800ECO KEY FIRE HOSE, WHITE GL #: 095035 - 744000	12.0000	EACH	\$103.0000	\$1,236.00
3	DP 17X50 800ECO KEY FIRE HOSE, RED GL #: 095635 - 744000	8.0000	EACH	\$103.0000	\$824.00
4	RC 50 X 100Y KEY FIRE HOSE, YELLOW GL #: 095635 - 744000	10.0000	EACH	\$534.8000	\$5,348.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price **\$8,560.00**

Purchase Order Total **\$8,560.00**


City Clerk



To: Hattiesburg FD
From: Mark Flowers
Date: 2/4/2021

[illegible]

London, Sylvester

From: Wade, Danny
Sent: Thursday, February 04, 2021 10:43 AM
To: Mark Flowers
Cc: Stephens, Robert; Williams, Kimberly; London, Sylvester
Subject: Hose Quote

Good Morning Mark,

Hattiesburg Fire Department is requesting a quote from Ferrara on the following items. Please respond with a quote by 5:00pm Thursday 2/11/2021. When replying with quote, please "Reply All" so all parties receive the information.

Quantity	Item Number	Description
8	DP25YX50-800ECO	Key Fire Hose, 2.5 x 50' Yellow, DJ ECO, 800psi, 2.5" NH
12	DP17WX50-800ECO	Key Fire Hose, 1.75" x 50' White, DJ, ECO 800psi, 1.5" NH
8	DP17RX50-800ECO	Key Fire Hose, 1.75" x 50' Red, DJ, ECO, 800psi, 1.5" Nh
10	RC50x100Y50S	Key Fire Hose, 5.0" x 100' Yellow, Rubber, 450psi, 5"Stz
		Please Include Freight

Thank You for your help.

Assistant Chief Danny Wade

Hattiesburg Fire Department

Office: 601-582-3311

Cell: 601-270-4541

dwade@hattiesburgms.com



**NAFECO**

Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
Info@nafeco.com

Quotation

Q42122997

Date: 2/2/2021**Expires:** 3/4/2021**FOB:** Origin

Customer Number: HAT085
Customer Information: CITY OF HATTIESBURG
Address: P.O. BOX 1898
HATTIESBURG, MS 39403-1898

Attention: Robert Stephens

Phone: 6015966749

Email: rstephens@hattiesburgms.com

Prepared By: Ryan Brown

Qty.	Product	Description	Each	Total
8	DP25YX50-800ECO	Key Fire Hose, 2.5" x 50' Yellow, DJ, ECO, 800 PSI, 2.5"NH	\$144.70	\$1,157.60
12	DP17WX50-800ECO	Key Fire Hose, 1.75" x 50' White, DJ, ECO, 800 PSI, 1.5"NH	\$88.82	\$1,065.84
8	DP17RX50-800ECO	Key Fire Hose, 1.75" x 50' Red, DJ, ECO, 800 PSI, 1.5"NH	\$103.49	\$827.92
1	Freight	Shipping to customer Free Freight at this amount	\$0.00	\$0.00
10	RC50X100Y50S	Key Fire Hose, 5.0" x 100' Yellow, Rubber, 450 PSI, 5"Stz	\$552.87	\$5,528.70
			Total: \$8,580.06	
			tax & freight to be determined	

Notes:**Thank you for your business!**

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com

London, Sylvester

From: Wade, Danny
Sent: Thursday, February 04, 2021 10:44 AM
To: Ryan Brown
Cc: Stephens, Robert; Williams, Kimberly; London, Sylvester
Subject: Hose Quote

Good Morning Ryan,

Hattiesburg Fire Department is requesting a quote from NAFECO on the following items. Please respond with a quote by 5:00pm Thursday 2/11/2021. When replying with quote, please "Reply All" so all parties receive the information.

Quantity	Item Number	Description
8	DP25YX50-800ECO	Key Fire Hose, 2.5 x 50' Yellow, DJ ECO, 800psi, 2.5" NH
12	DP17WX50-800ECO	Key Fire Hose, 1.75" x 50' White, DJ, ECO 800psi, 1.5" NH
8	DP17RX50-800ECO	Key Fire Hose, 1.75" x 50' Red, DJ, ECO, 800psi, 1.5" Nh
10	RC50x100Y50S	Key Fire Hose, 5.0" x 100' Yellow, Rubber, 450psi, 5"Stz
		Please Include Freight

Thank You for your help.

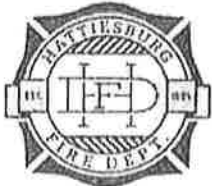
Assistant Chief Danny Wade

Hattiesburg Fire Department

Office: 601-582-3311

Cell: 601-270-4541

dwade@hattiesburgms.com





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, March 2, 2021

Re: Acknowledge receipt of a donation of real property identified as Forrest County
PPIN 15833 along High Street from Paul D Wise and wife, Karen B. Wise.
File Number: 2021-131
Minute Book #

Summary

Donation of property along High Street from Paul & Karen Wise.

Recommendation Statement

I recommend placing this acknowledgement on the agenda.

Please place this on the March 2, 2021 City Council meeting for consideration.

Prepared by, record and return to:
Pope & Pope, P.A.
P. O. Box 17527
Hattiesburg, MS 39402
601-268-9997

Indexing Instructions: Lots 15 and 16, Block 3 in the Hardy Street
Addition to the City of Hattiesburg, Forrest County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **GRANTOR**,

PAUL D. WISE and wife, KAREN B. WISE

Address:

220 Rogers Rd.
Hattiesburg, MS 39401

Phone:

601-520-1835

does hereby grant, bargain, sell, convey and warrant unto the **GRANTEE**,

THE CITY OF HATTIESBURG, MISSISSIPPI

A Municipal Corporation

P. O. Box 1898

Hattiesburg, MS 39403

(601) 545-4502

the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

Lots 15 and 16 of Block 3 in the Hardy Street Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

The above warranty and this conveyance are made subject to any and all easements for public road and utilities as presently laid out, constructed or in use, and also to all private easements, covenants and restrictions.

WITNESS MY SIGNATURE, on this, the 17th day of February, A.D., 2021.

Paul D. Wise
PAUL D. WISE

Karen B. Wise
KAREN B. WISE

STATE OF MISSISSIPPI
COUNTY OF Leflore

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of February, A.D., 2021, within my jurisdiction, the within named **PAUL D. WISE** who acknowledged that he executed the above and foregoing instrument.

Shirley M. Fautner
NOTARY PUBLIC
My Commission Expires: June 20, 2023
ID # 99448
SHIRLEY M. FAUTNER
Commission Expires
June 20, 2023
COVINGTON COUNTY

STATE OF MISSISSIPPI

COUNTY OF Covington

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of February, A.D., 2021, within my jurisdiction, the within named **KAREN B. WISE** who acknowledged that she executed the above and foregoing instrument.

Shirley M. Fautner

NOTARY PUBLIC

My Commission Expires June 20, 2023





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 2, 2021

Re: Approve plans and specifications for the Tatum Park Lighting Fields 13 and 15 project, and authorize advertisement for bids.
File Number: 2021-125
Minute Book #

Summary

Approve plans and specifications for the Tatum Park Lighting Fields 13 and 15 project, and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 2, 2021 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS

**TATUM PARK LIGHTING – FIELDS #13 AND #15
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **April 8**, 2021 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

March 10, 2021

March 17, 2021

TATUM PARK - SOCCER FIELDS 13 & 15 LIGHTING

CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

LAMAR RUTLAND, P.E.

DIRECTOR OF PARKS & RECREATION

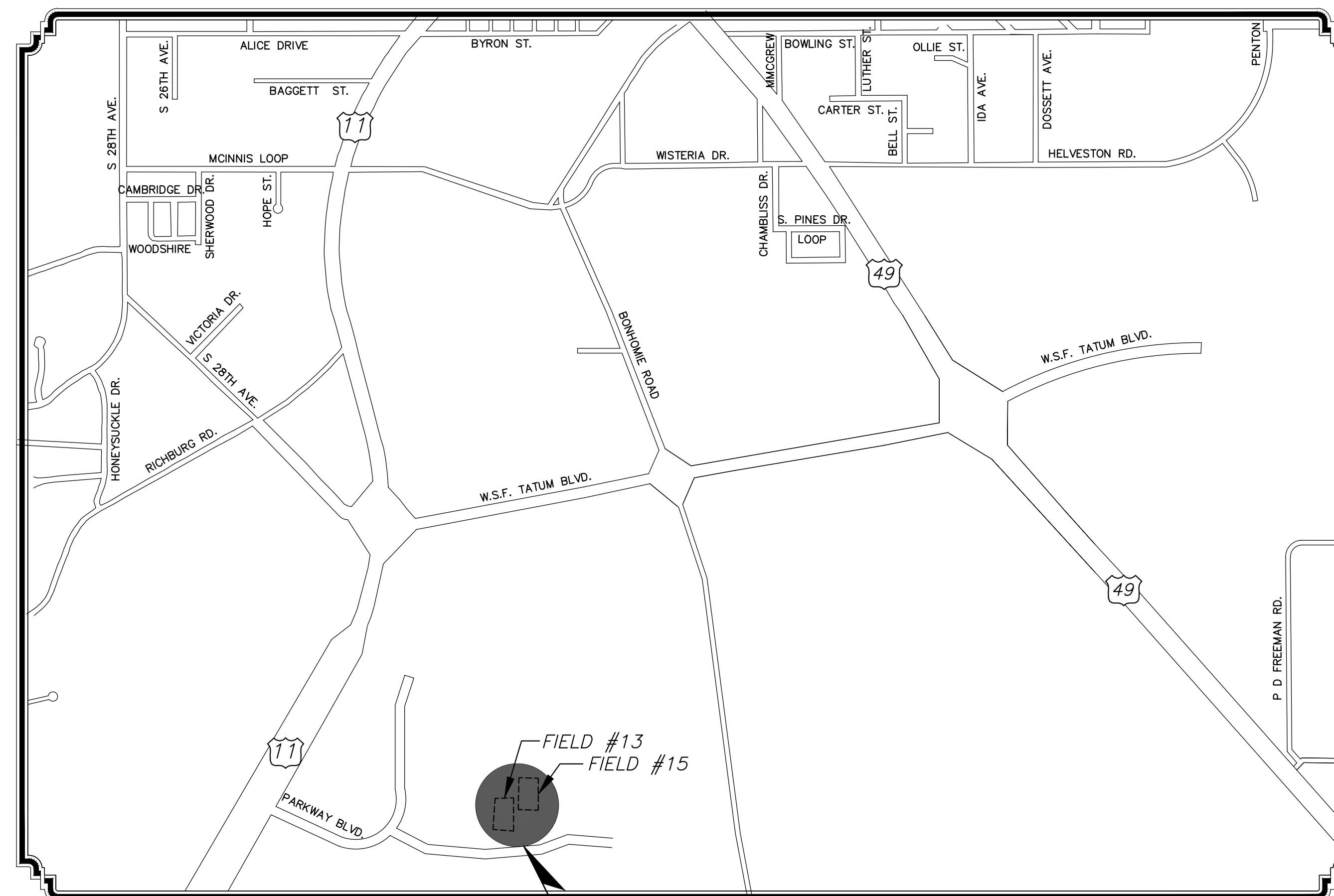
CHRIS McGEE

COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
WILLMUT GAS
C-SPIRE

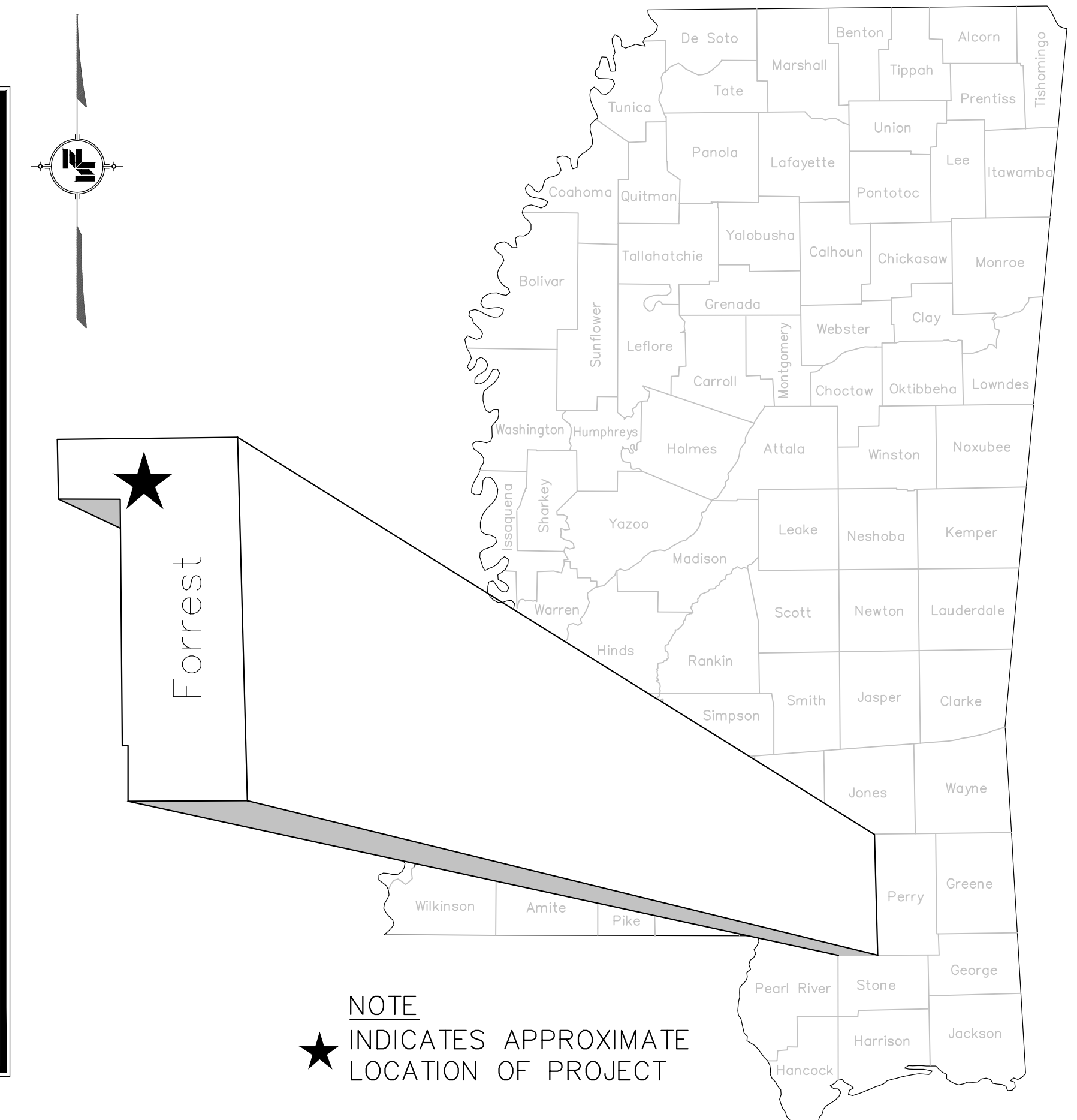


PROJECT LOCATION

VICINITY MAP PROJECT LOCATION

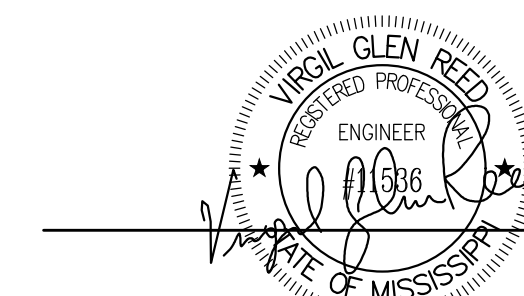
NS ACCOUNT NO. NS.16094.000

FEBRUARY 2021



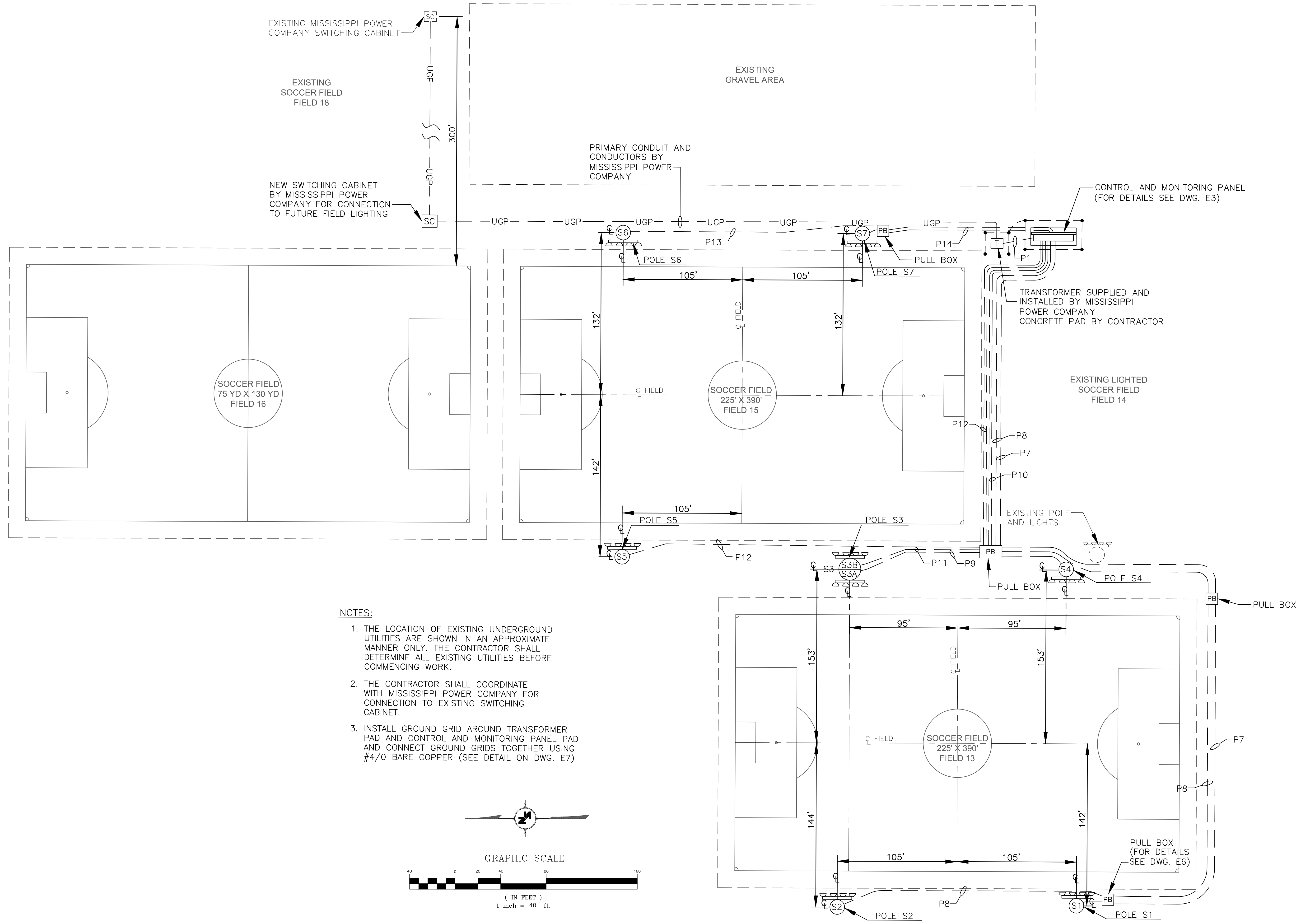
NOTE
★ INDICATES APPROXIMATE
LOCATION OF PROJECT

PREPARED BY :

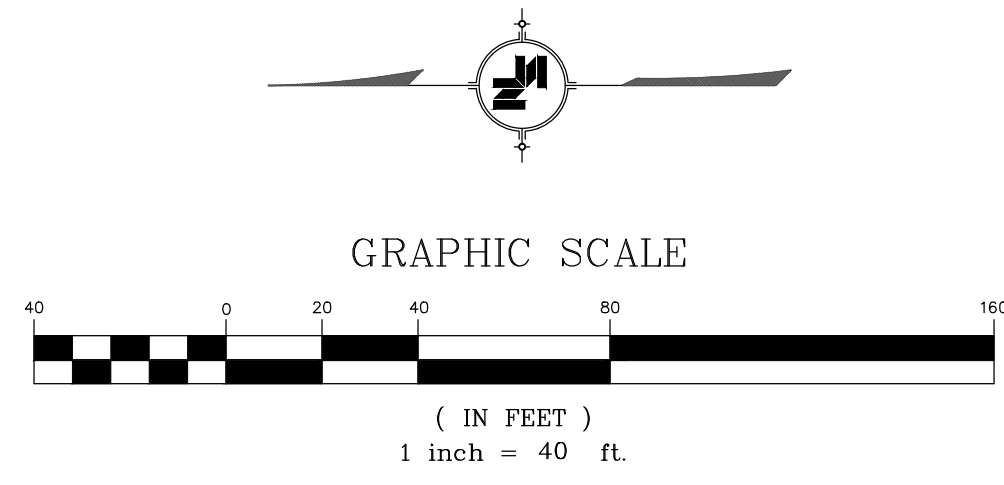


DATE : 02-05-21

VIRGIL GLEN REED, P.E.
MISSISSIPPI LICENSE NO. 11536



- NOTES:
1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
 2. THE CONTRACTOR SHALL COORDINATE WITH MISSISSIPPI POWER COMPANY FOR CONNECTION TO EXISTING SWITCHING CABINET.
 3. INSTALL GROUND GRID AROUND TRANSFORMER PAD AND CONTROL AND MONITORING PANEL PAD AND CONNECT GROUND GRIDS TOGETHER USING #4/0 BARE COPPER (SEE DETAIL ON DWG. E7)



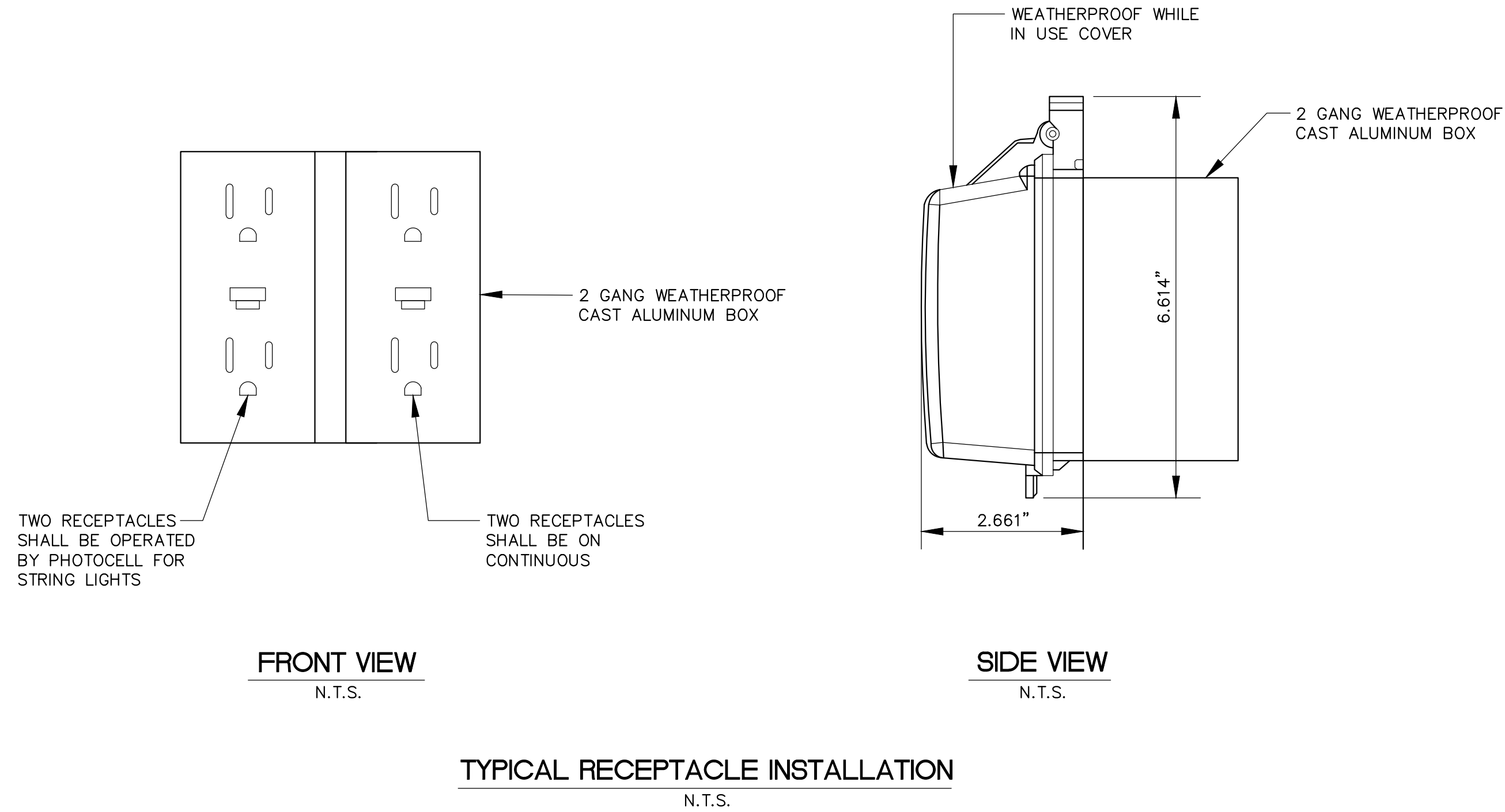
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION			TATUM PARK - SOCCER FIELDS 13 & 15 LIGHTING CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			ELECTRICAL SITE PLAN	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16094					WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: 16094_Elec Siteplan.dwg					ESP-1	E1
					SCALE: 1"=40'						
					SURVEYED BY:						
					DSGN: VGR	DATE: 02/2021					
					DRWN: JEM	DATE: 02/2021					
					CHKD: MLJ	DATE: 02/2021					
					QA/QC:	DATE:					

2/7/2021 3:13 PM J:\projects\codefiles\16094\16094_000 tatum_soccer_fields_13 & 15 Lighting.dwg\16094_elec siteplan.dwg

PANEL HV SCHEDULE												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#6	20A/3P	POLE S1	2.90	5.80			2.90	POLE S2	20A/3P	#6	2
3	#6	—		2.90		5.80		2.90	—	—	#6	4
5	#6	—		2.90			5.80	2.90	—	—	#6	6
7	#8	20A/3P	POLE S3A	2.90	5.80			2.90	POLE S4	20A/3P	#8	8
9	#8	—		2.90		5.80		2.90	—	—	#8	10
11	#8	—		2.90			5.80	2.90	—	—	#8	12
13	#8	20A/3P	POLE S3B	2.90	5.80			2.90	POLE S5	20A/3P	#6	14
15	#8	—		2.90		5.80		2.90	—	—	#6	16
17	#8	—		2.90			5.80	2.90	—	—	#6	18
19	#6	20A/3P	POLE S6	2.90	5.80			2.90	POLE S7	20A/3P	#8	20
21	#6	—		2.90		5.80		2.90	—	—	#8	22
23	#6	—		2.90			5.80	2.90	—	—	#8	24
25	#10	20A/3P	TRANSFORMER	3.00	3.00			—	SPD	60A/3P	#6	26
27	#10	—		3.00		3.00		—	—	—	#6	28
29	#10	—		3.00			3.00	—	—	—	#6	30
31												32
33												34
35												36
37												38
39												40
41												42
POWER PANEL HV LOCATED ON STRUCTURE			TOTAL KVA	26.20	26.20	26.20	SERVICE CHARACTERISTICS: 277/480 V — 3 PHASE — 4 WIRE — 60 Hz. 200 AMP. MAIN BREAKER WITH 200 AMP. BUS PROVIDE PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	78.60								

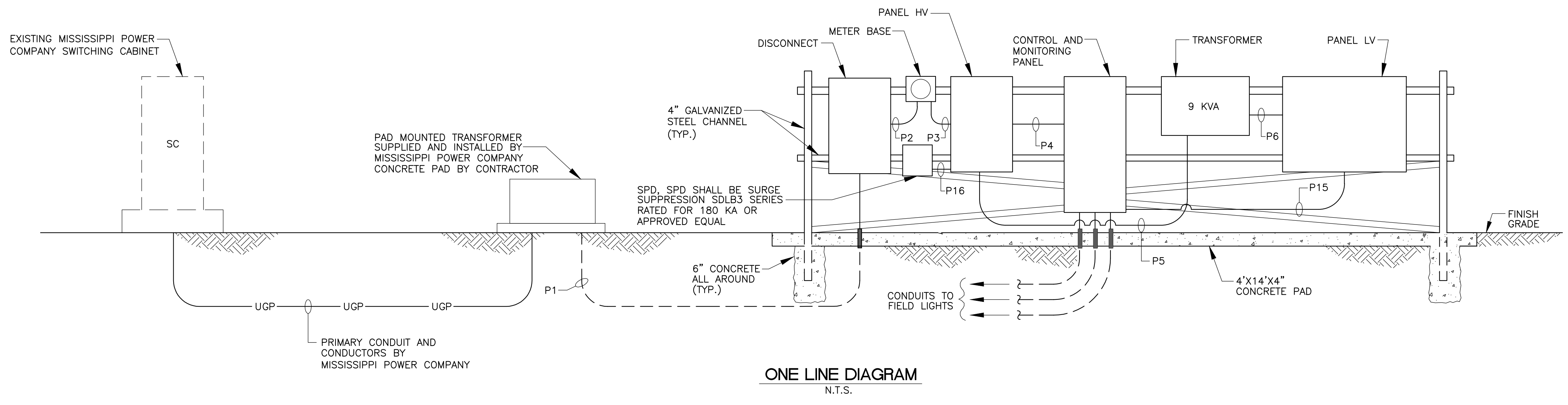
PANEL LV SCHEDULE												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#12	20A/1P	LIGHTING CONTROL	0.50	0.80			0.30	RECEPT POLE S1	20A/1P	#10	2
3	#10	20A/1P	RECEPT POLE S2	0.30		0.60		0.30	RECEPT POLE S3A	20A/1P	#10	4
5	#10	20A/1P	RECEPT POLE S3B	0.30			0.60	0.30	RECEPT POLE S4	20A/1P	#10	6
7	#10	20A/1P	RECEPT POLE S5	0.30	0.60			0.30	RECEPT POLE S6	20A/1P	#10	8
9	#10	20A/1P	RECEPT POLE S7	0.30		0.30						10
11												12
13												14
15												16
17												18
19												20
21												22
23												24
25												26
27												28
29												30
POWER PANEL LV LOCATED ON STRUCTURE			TOTAL KVA	1.40	0.90	0.60	SERVICE CHARACTERISTICS: 120/208 V - 3 PHASE - 4 WIRE - 60 Hz. 100 AMP. MAIN BREAKER WITH 100 AMP. BUS PROVIDE PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	2.90								

CONDUIT AND WIRING SCHEDULE				
CONDUIT	FROM	TO	CONDUIT AND WIRE	USE
P1	TRANSFORMER	DISCONNECT	2" C W/4#3/0 KCMIL, 1#2 GRD	POWER
P2	DISCONNECT	METER BASE	2" C W/4#3/0 KCMIL, 1#2 GRD	POWER
P3	METER BASE	PANEL HV	2" C W/4#3/0 KCMIL, 1#2 GRD	POWER
P4	PANEL HV	CONTROL AND MONITORING PANEL	4" C W/16#6, 16#8, 1#6 GRD	POWER
P5	PANEL HV	TRANSFORMER	1" C W/3#10, 1#10 GRD	POWER
P6	TRANSFORMER	PANEL LV	1—1/2" C W/4#2, 1#8 GRD	POWER
P7	CONTROL AND MONITORING PANEL	POLE S1	1—1/2" C W/3#6, 2#8, 1#8 GRD	POWER
P8	CONTROL AND MONITORING PANEL	POLE S2	1—1/2" C W/3#6, 2#8, 1#8 GRD	POWER
P9	CONTROL AND MONITORING PANEL	POLE S3A	1—1/2" C W/3#6, 2#8, 1#8 GRD	POWER
P10	CONTROL AND MONITORING PANEL	POLE S4	1—1/2" C W/3#6, 2#8, 1#8 GRD	POWER
P11	CONTROL AND MONITORING PANEL	POLE S3B	1—1/2" C W/3#6, 2#8, 1#8 GRD	POWER
P12	CONTROL AND MONITORING PANEL	POLE S5	1—1/2" C W/3#6, 2#8, 1#8 GRD	POWER
P13	CONTROL AND MONITORING PANEL	POLE S6	1—1/2" C W/3#6, 2#8, 1#8 GRD	POWER
P14	CONTROL AND MONITORING PANEL	POLE S7	1—1/2" C W/3#8, 2#8, 1#8 GRD	POWER
P15	PANEL LV	CONTROL AND MONITORING PANEL	2" C W/2#12, 16#8, 1#10 GRD	POWER
P16	PANEL HV	SPD	1" C W/3#6, 1#6 GRD	POWER



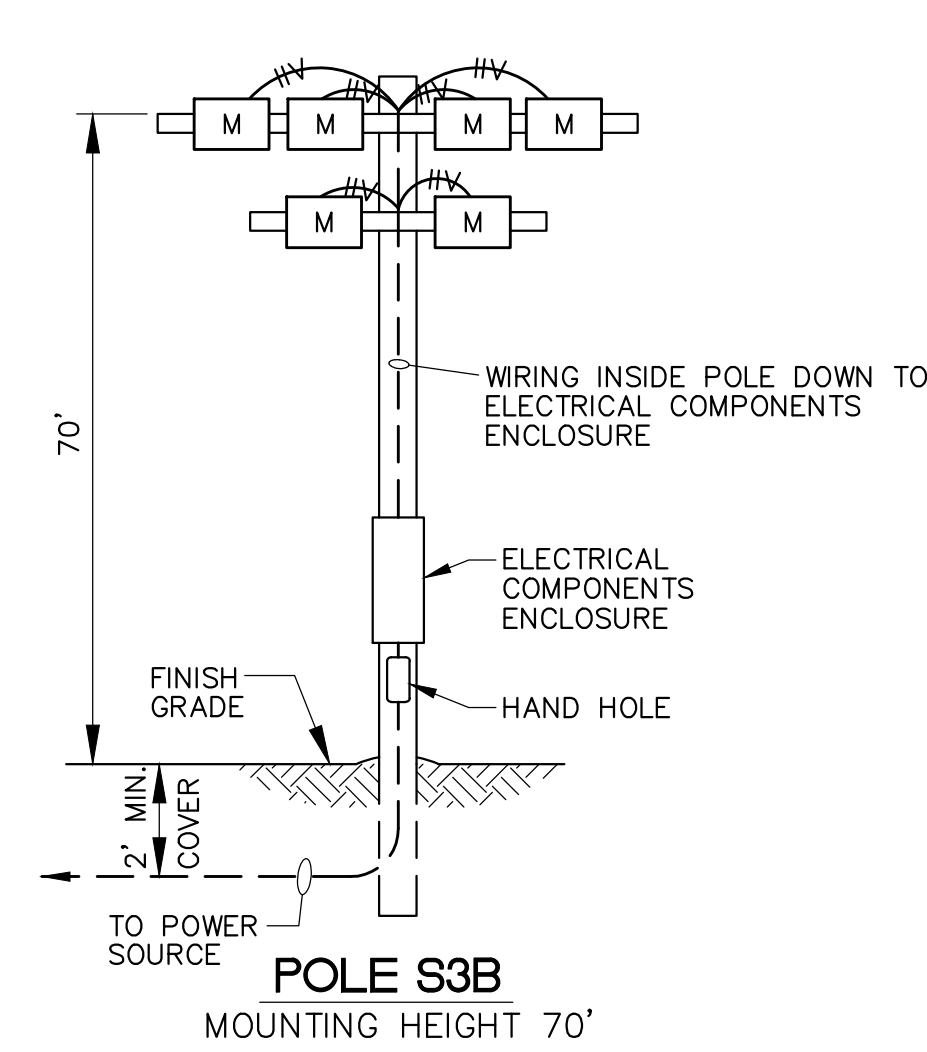
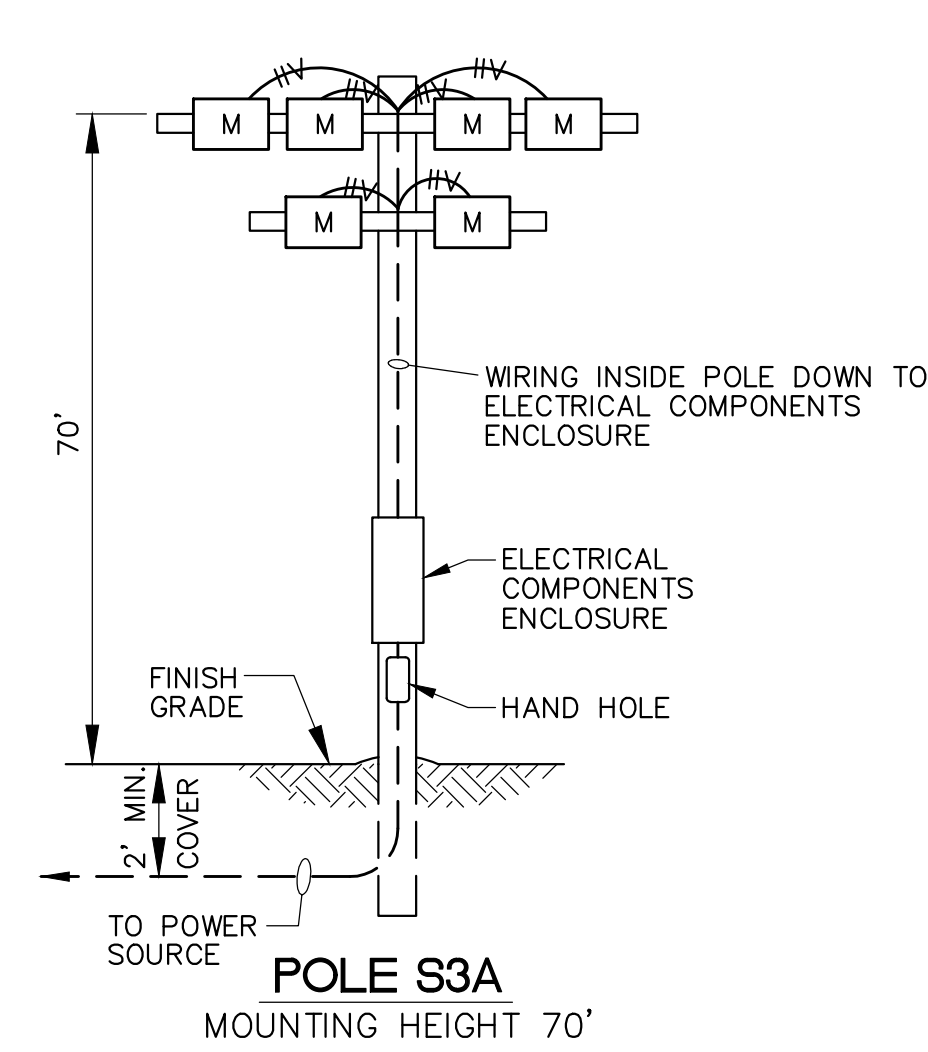
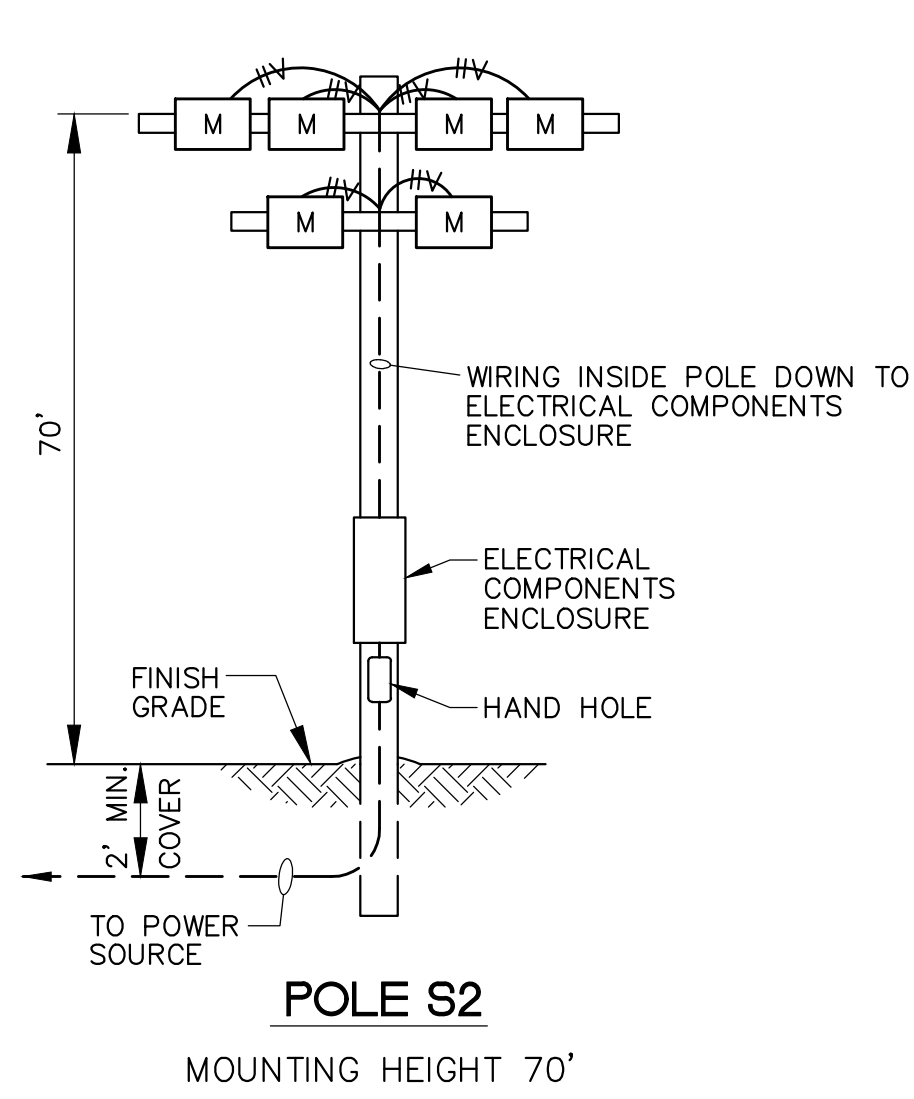
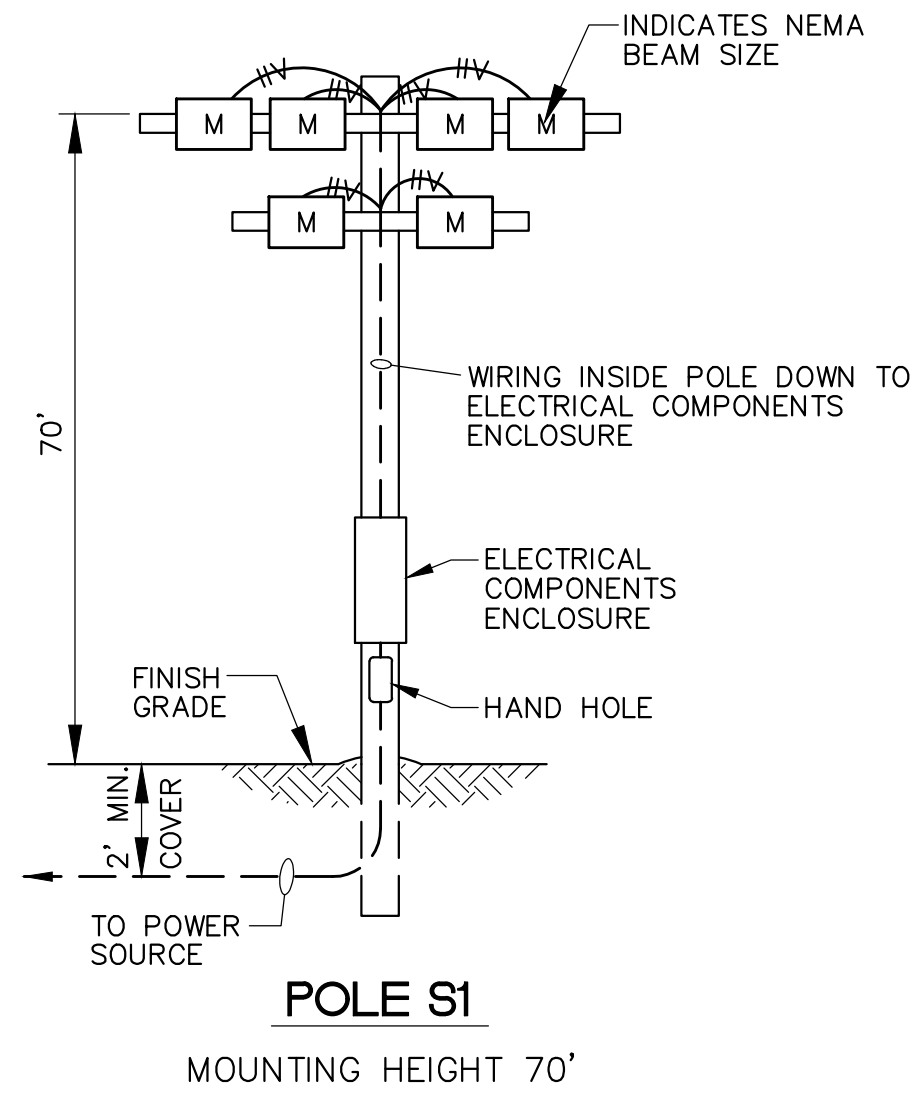
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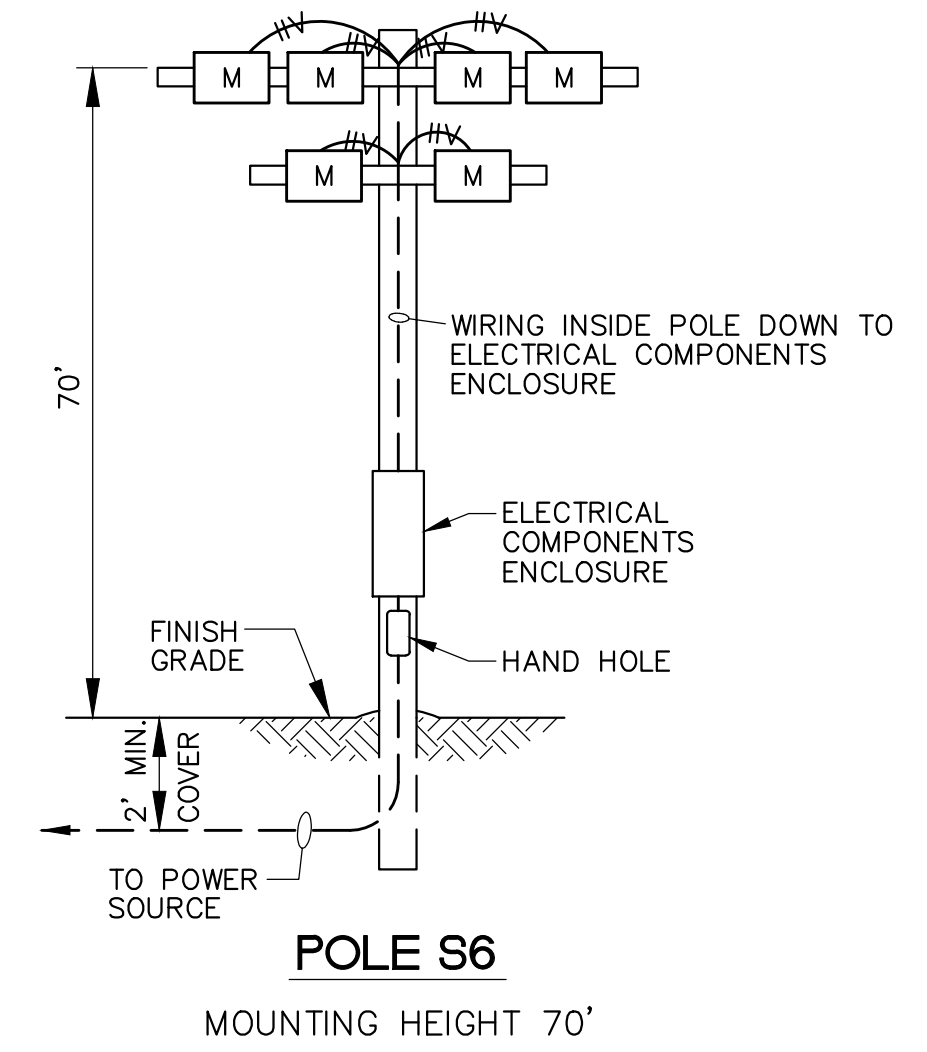
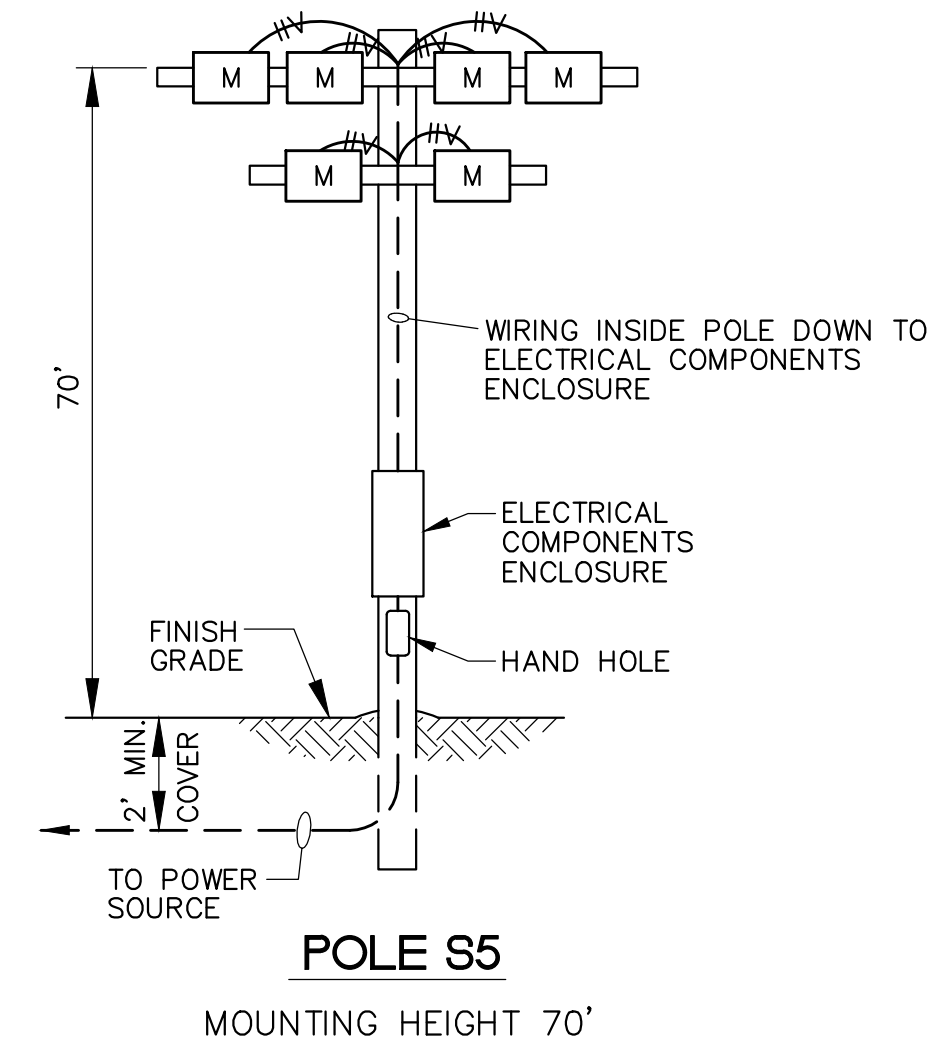
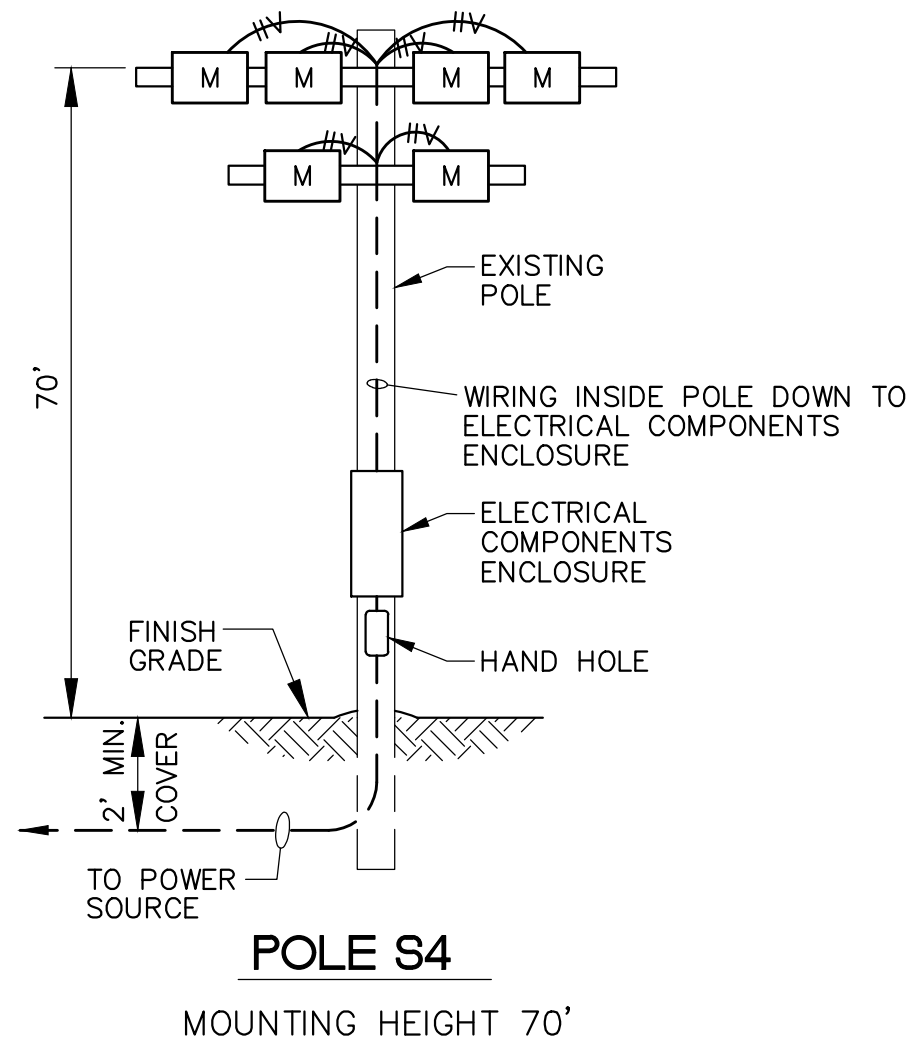


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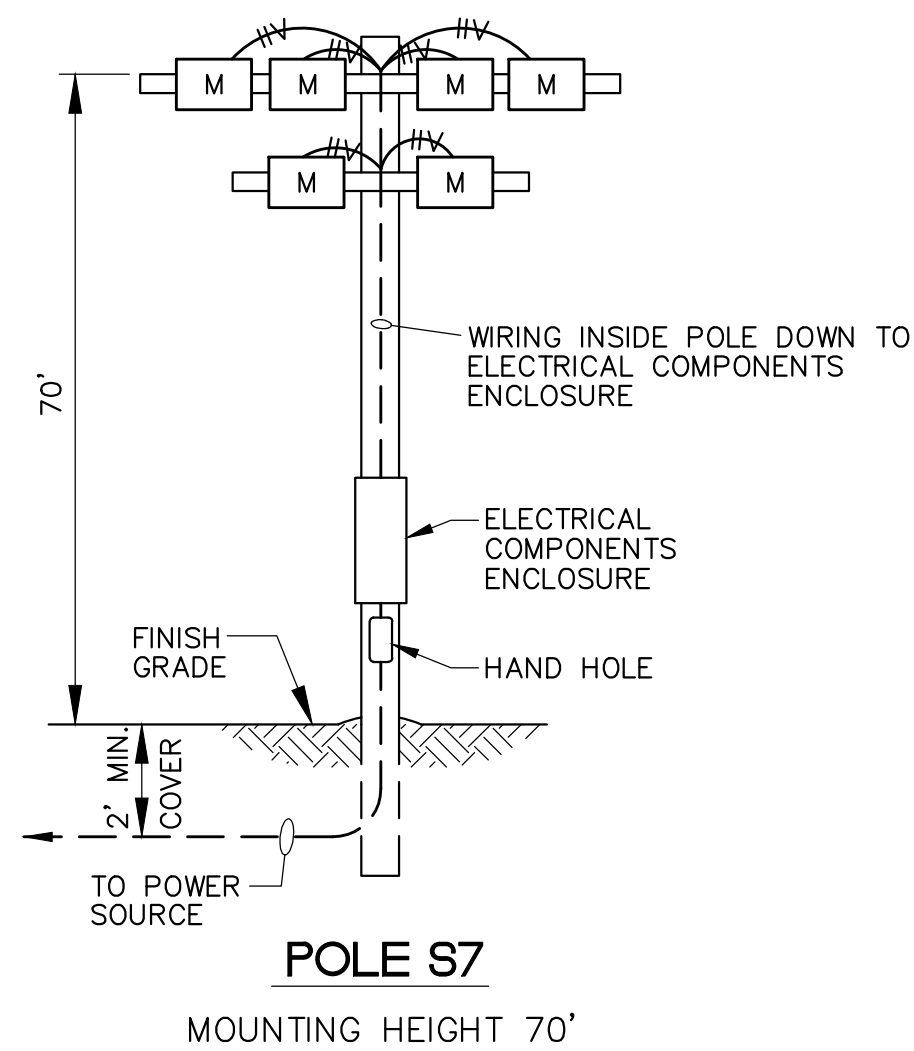
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					CHKD: MLJ	DATE: 02/2021					
				QA/QC:	DATE:						
										WORKING NUMBER: ED-2	DRAWING NUMBER: E3



NOTE:
POLES S3A AND S3B ARE THE SAME POLE WITH BACK TO BACK LIGHT INSTALLATION



- NOTES:**
- LETTER IN FIXTURE ON POLE INDICATES NEMA BEAM SIZE
M - MEDIUM
 - RECEPTACLE ENCLOSURE SHALL BE INSTALLED ON EACH POLE 24" ABOVE GRADE.
POLE S3A AND S3B SHALL HAVE TWO RECEPTACLE ENCLOSURES INSTALLED.



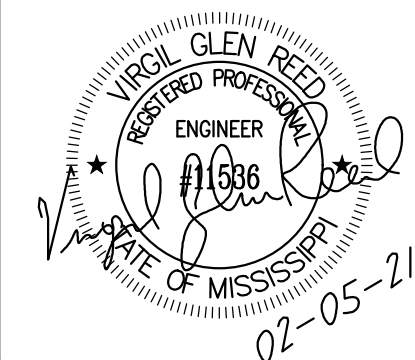
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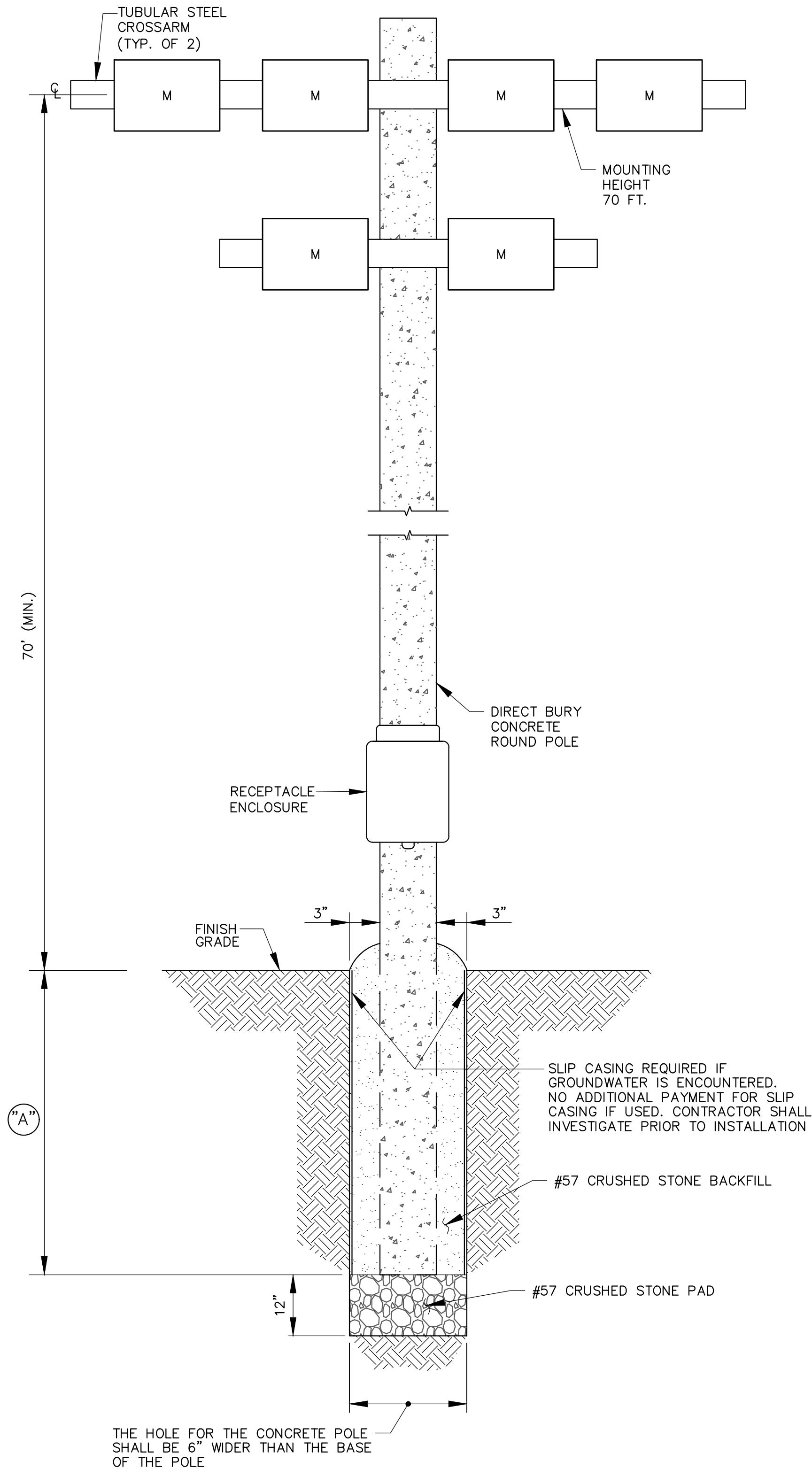
TATUM PARK - SOCCER FIELDS 13 & 15 LIGHTING

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



ELECTRICAL DETAILS III

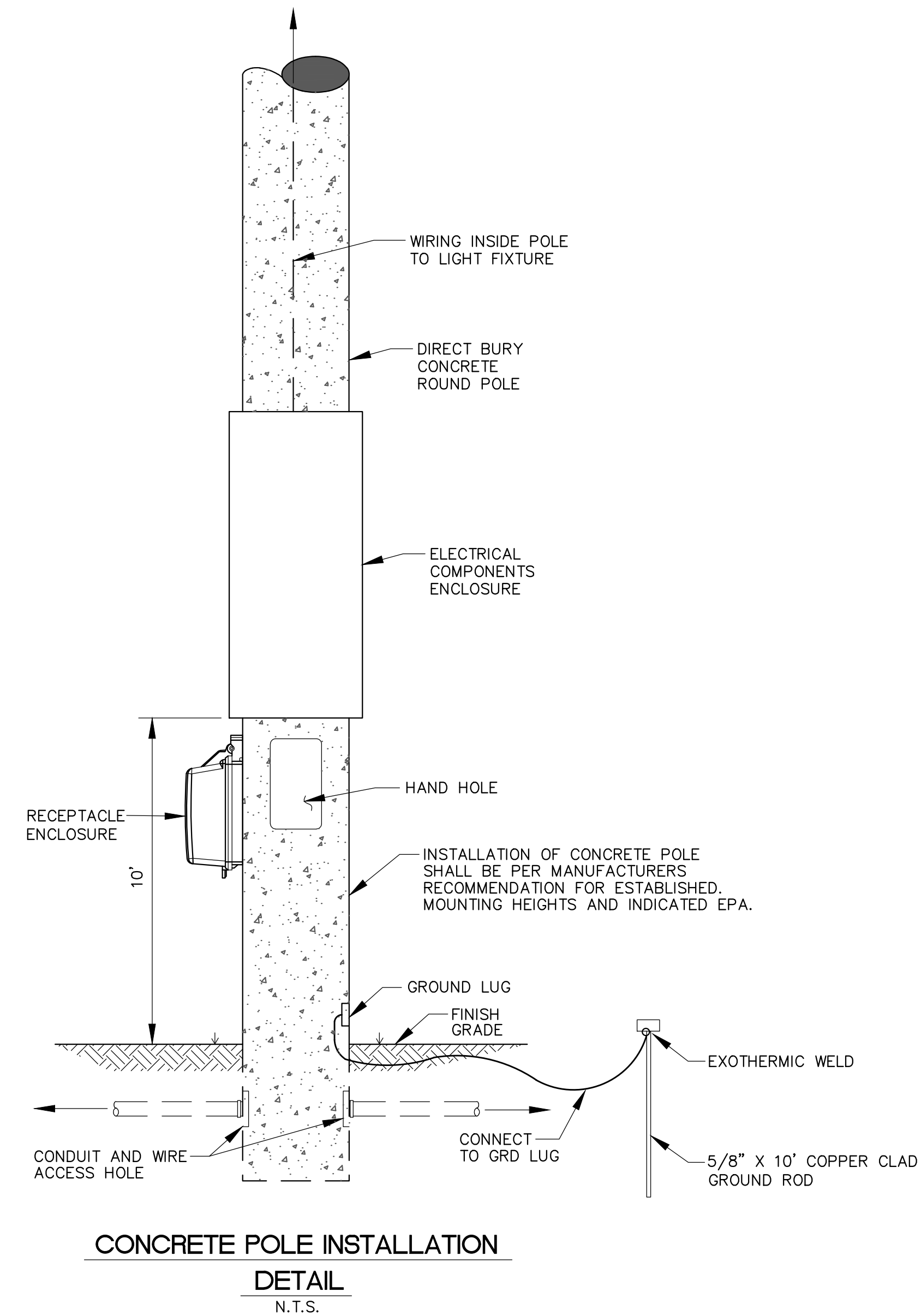
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TYPICAL POLE FOUNDATION DETAIL
N.T.S.

NOTE:
REFER TO DETAIL FOUNDATION DESIGN
SUPPLIED BY POLE AND LIGHTING SUPPLIER.

POLE FOUNDATION SCHEDULE	
POLE DESIGNATION	"A"
S1,S2,S4,S5,S6,S7	15 FT.
S3A/B	20 FT.



CONCRETE POLE INSTALLATION
DETAIL
N.T.S.

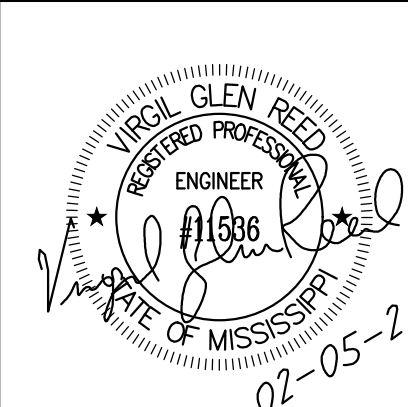
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TATUM PARK - SOCCER FIELDS 13 & 15 LIGHTING

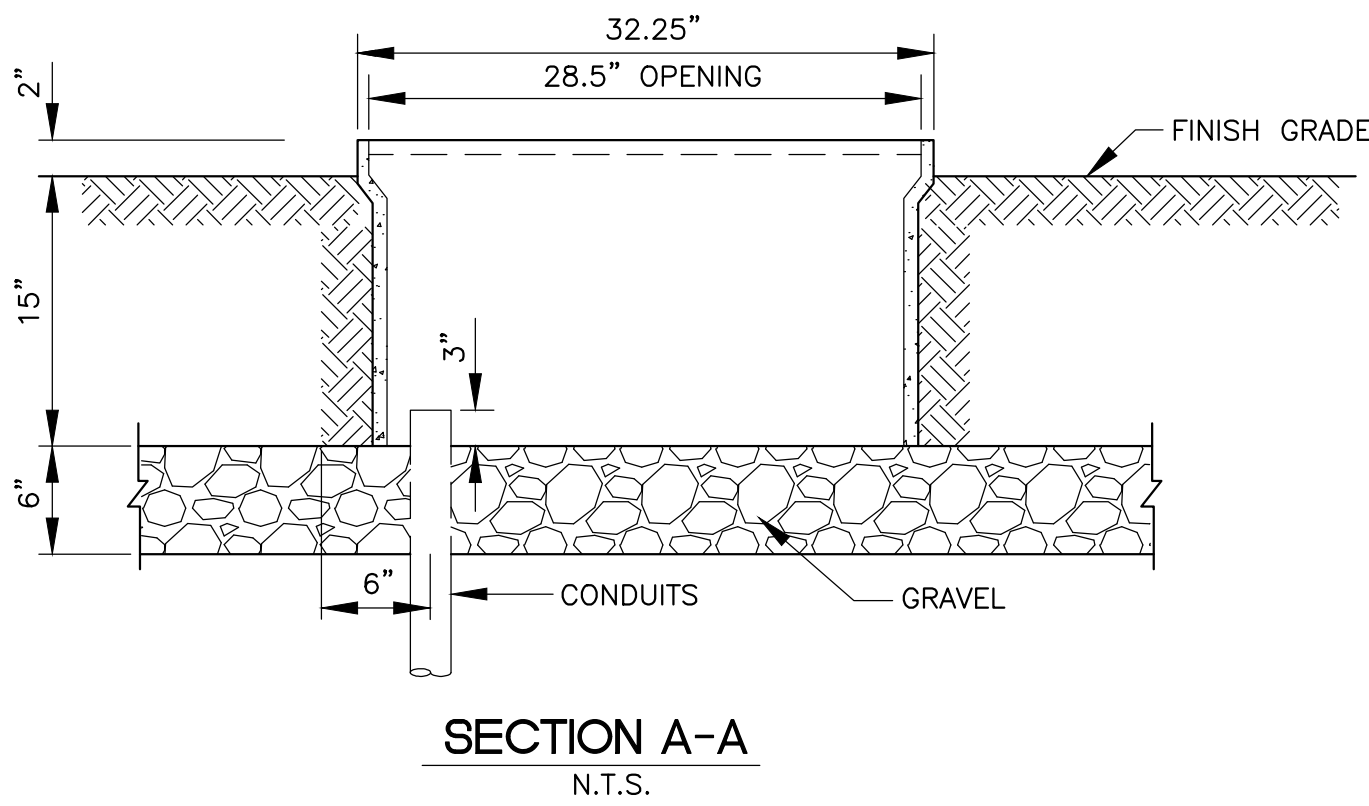
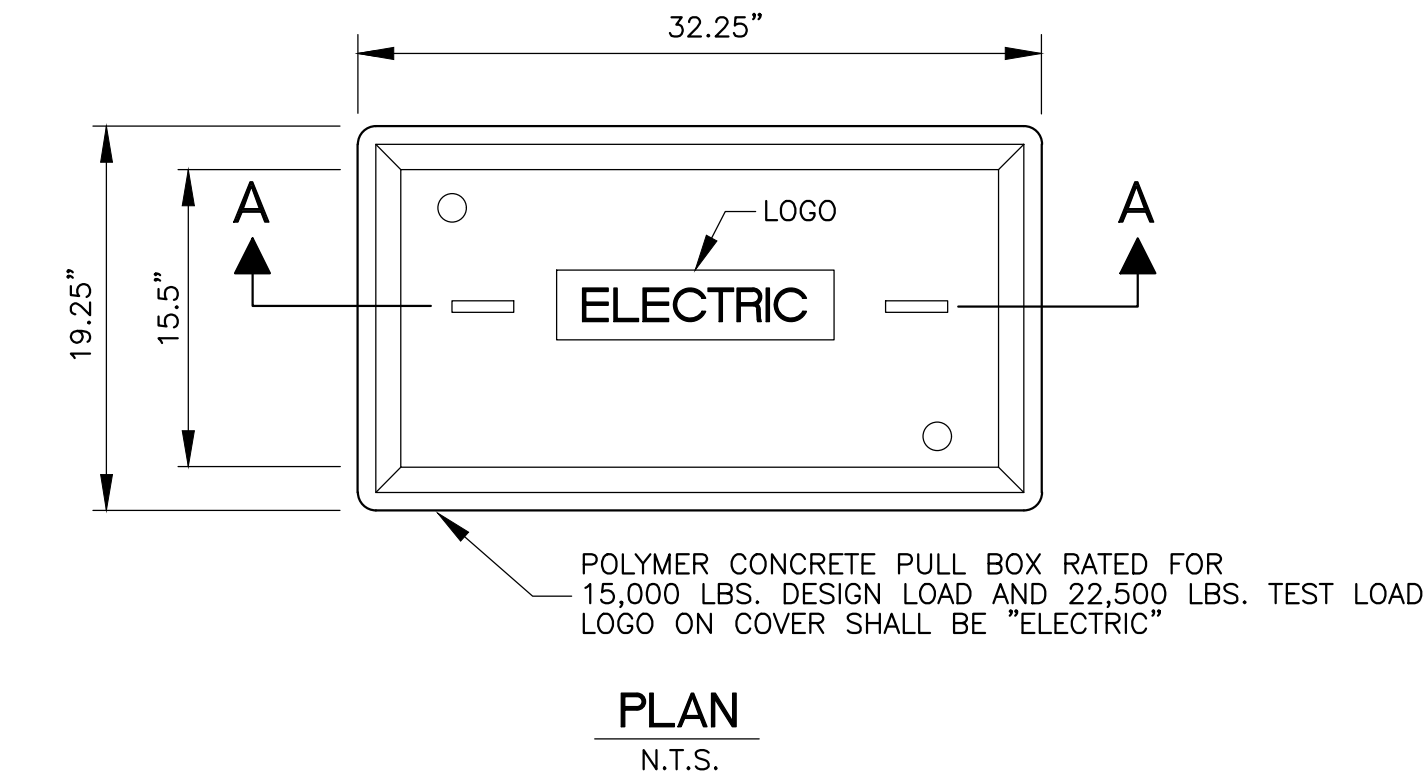
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



ELECTRICAL DETAILS IV

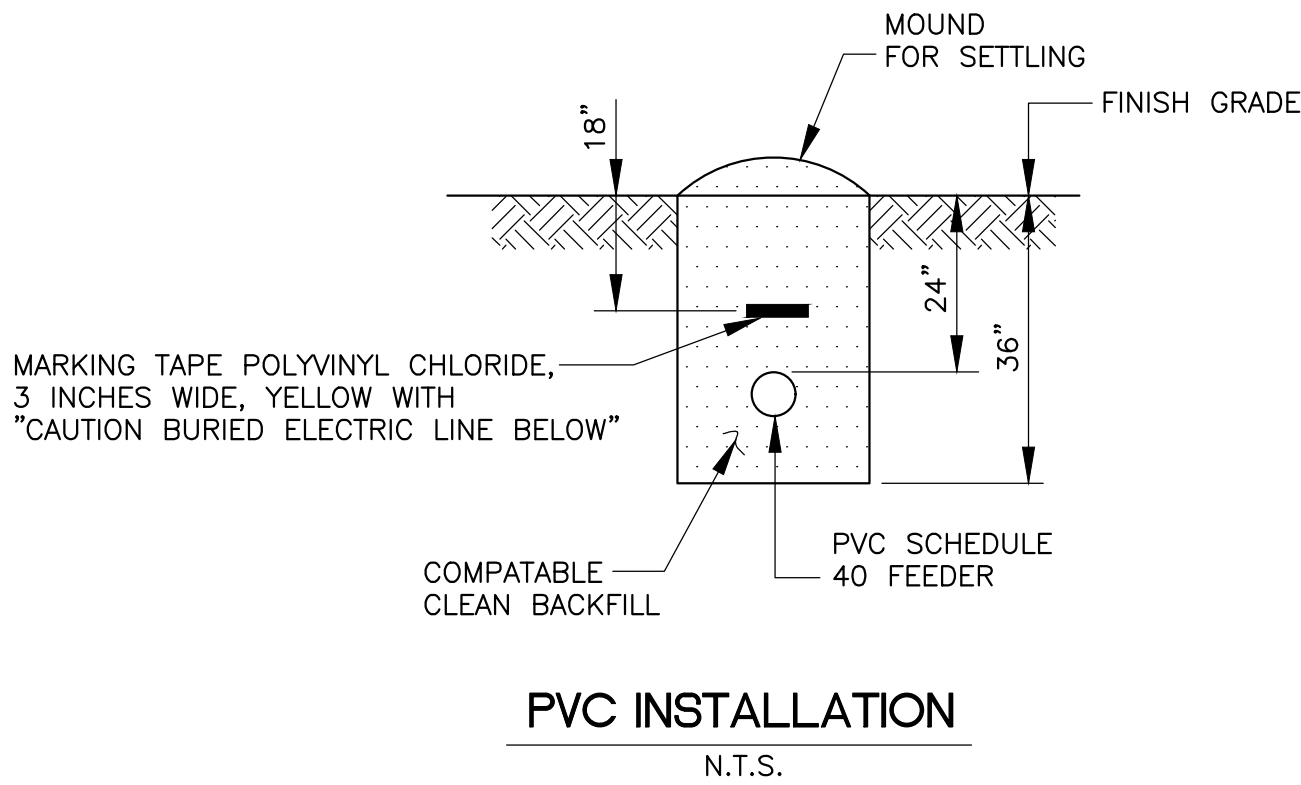
WORKING NUMBER: ED-4	DRAWING NUMBER: E5
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ELECTRICAL PLAN SYMBOLS LEGEND	
	POWER SUPPLY PANEL
	BRANCH CIRCUIT CONCEALED IN WALL OR UNDERGROUND
	BRANCH CIRCUIT CONCEALED IN FLOOR
	BRANCH CIRCUIT EXPOSED
	HOME RUN TO PANEL; THREE CONDUCTORS PLUS GRD.
	HOME RUN TO PANEL; 2 CIRCUITS IN ONE RACEWAY
	SINGLE POLE TOGGLE SWITCH
	DOUBLE POLE TOGGLE SWITCH
	THREE WAY SWITCH
	FOUR WAY SWITCH
	SINGLE POLE TOGGLE SWITCH WITH PILOT LIGHT
	NON-FUSED DISCONNECT SWITCH
	SIMPLEX CONVENIENCE OUTLET
	DUPLEX CONVENIENCE OUTLET (# = INCHES ABOVE FLOOR)
	CONV. OUTLET W/ GROUND FAULT INTERRUPTER
	WEATHERPROOF CONV. OUTLET W/ G.F.I. AND WHILE IN USE COVER
	LIGHTING FIXTURE, CEILING MOUNTED/WALL MOUNTED
	FLUORESCENT LIGHTING FIXTURE
	MOTOR (H.P.)
	THERMOSTAT
	PHOTOCELL
	NEMA 6-30R RECEPTACLE
	SCOREBOARD
	PULL BOX
	PAD MOUNTED TRANSFORMER
	INDICATES POLE LOCATION AND FIXTURES FACING 180° (POLE BEING SHARED BY TWO FIELDS)
	INDICATES POLE LOCATION AND FIXTURES TO ONE SIDE
	PRIMARY PULL BOX
	JACK OR BORE
	ENTERGER RISER POLE



PULL BOX FLUSH MOUNTED
N.T.S.

SCHEDULE - DRY TYPE TRANSFORMER								
MARK	KVA	PRIMARY VOLTAGE	SECONDARY VOLTAGE	TAPS	MIN. IMPEDANCE	MOUNTING	REMARKS	LOCATION
T-1	9	480V DELTA	208/120-3Ø	6-2.5% 2+4-	3.3%	WALL	NEMA 3R ENCLOSURE	CONTROL PANEL STRUCTURE



PVC INSTALLATION
N.T.S.

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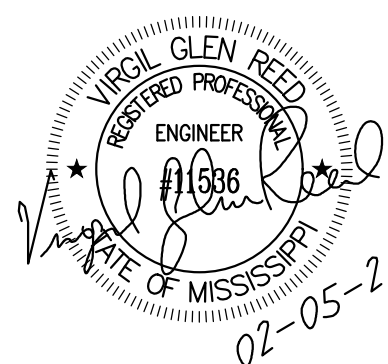
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TATUM PARK - SOCCER FIELDS 13 & 15 LIGHTING

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

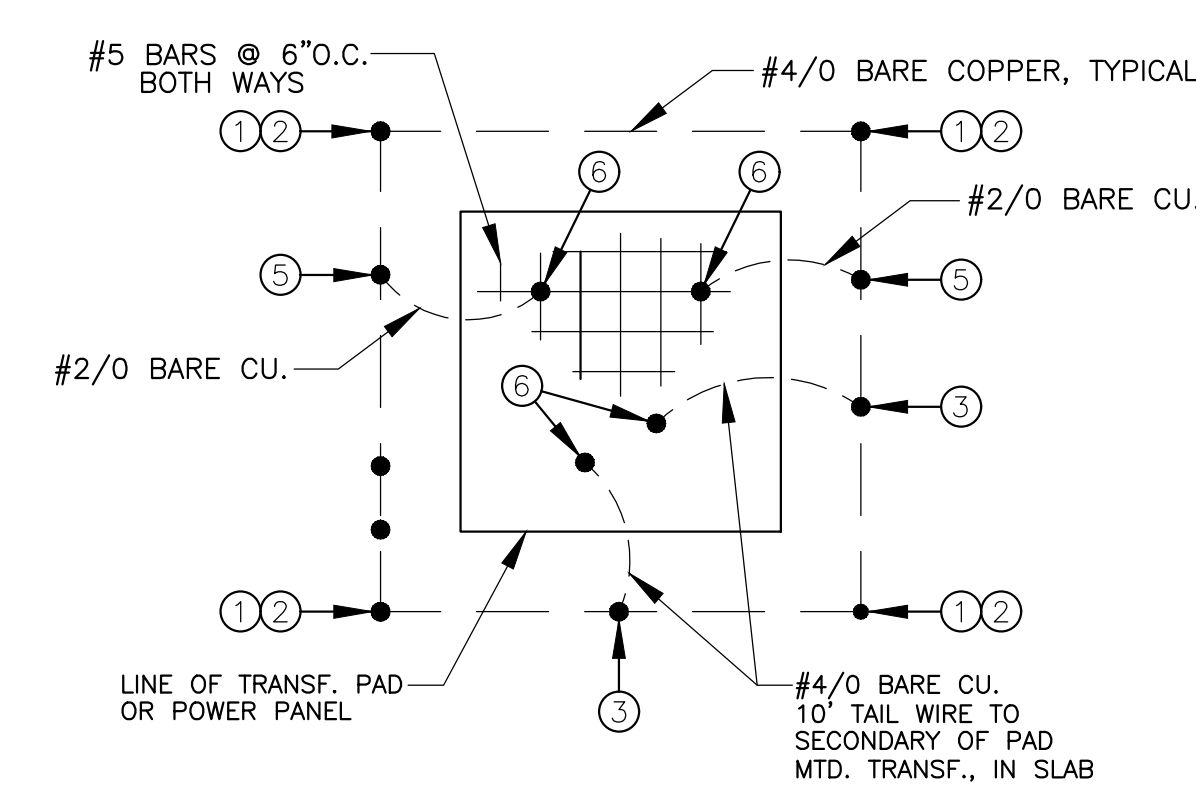


ELECTRICAL DETAILS V

WORKING NUMBER:
ED-5

DRAWING NUMBER:
E6

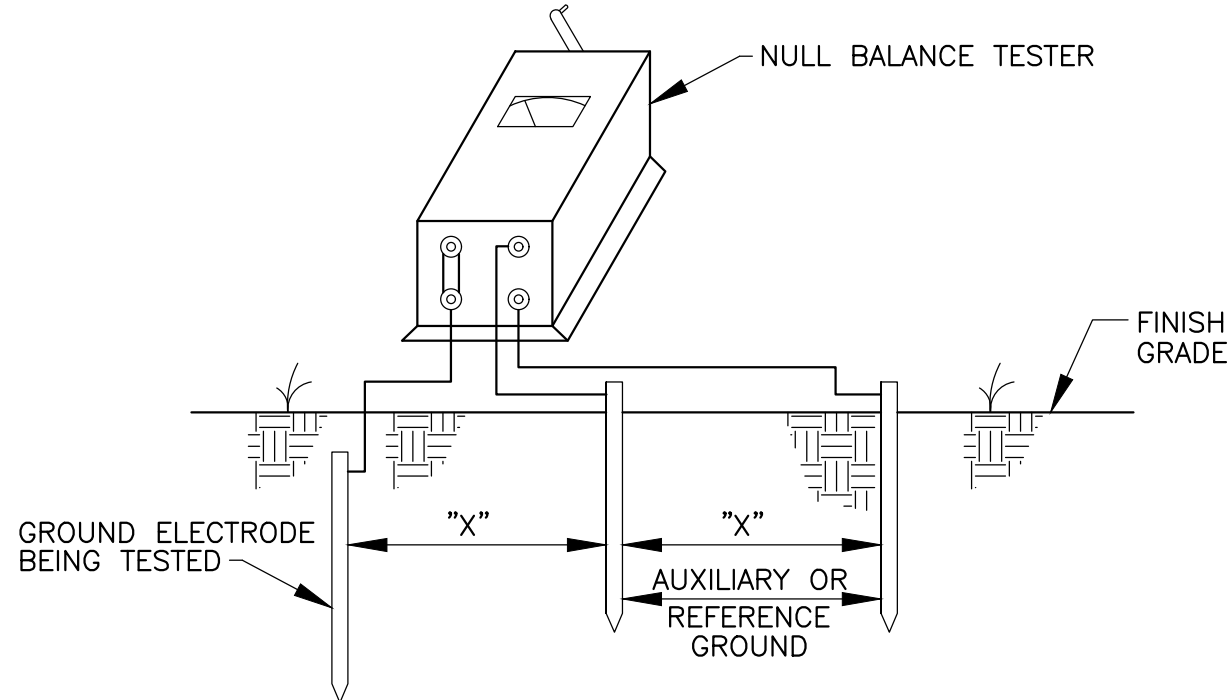
SCHEDULE GROUND GRID SYSTEM				
ITEM	DESCRIPTION	MANUFACTURER	CAT. NO.	REMARKS
①	3/4" x 10' COPPERCLAD GND. ROD	-----	-----	20' O.C. W/ TOP 1'-6" BELOW GRADE
②	CABLE TO GROUND ROD	ERICO "CADWELD"	GTC-162Q	W/ #115 WELD METAL
③	#4/0 CABLE #4/0 CABLE	ERICO "CADWELD"	TAC-2Q2Q	W/ #150 WELD METAL
④	#4/0 CABLE TO STEEL COLUMN	ERICO "CADWELD"	VBC-2Q	W/ #150 WELD METAL
⑤	#4/0 CABLE TO 2/0 CABLE	ERICO "CADWELD"	TAC-2Q2G	W/ #90 WELD METAL
⑥	#2/0 CABLE TO #5# REIN. BAR	ERICO "CADWELD"	RDM-532G	W/ #115 WELD METAL



DISTRIBUTION SYSTEM
GROUND GRID DETAIL

N.T.S.

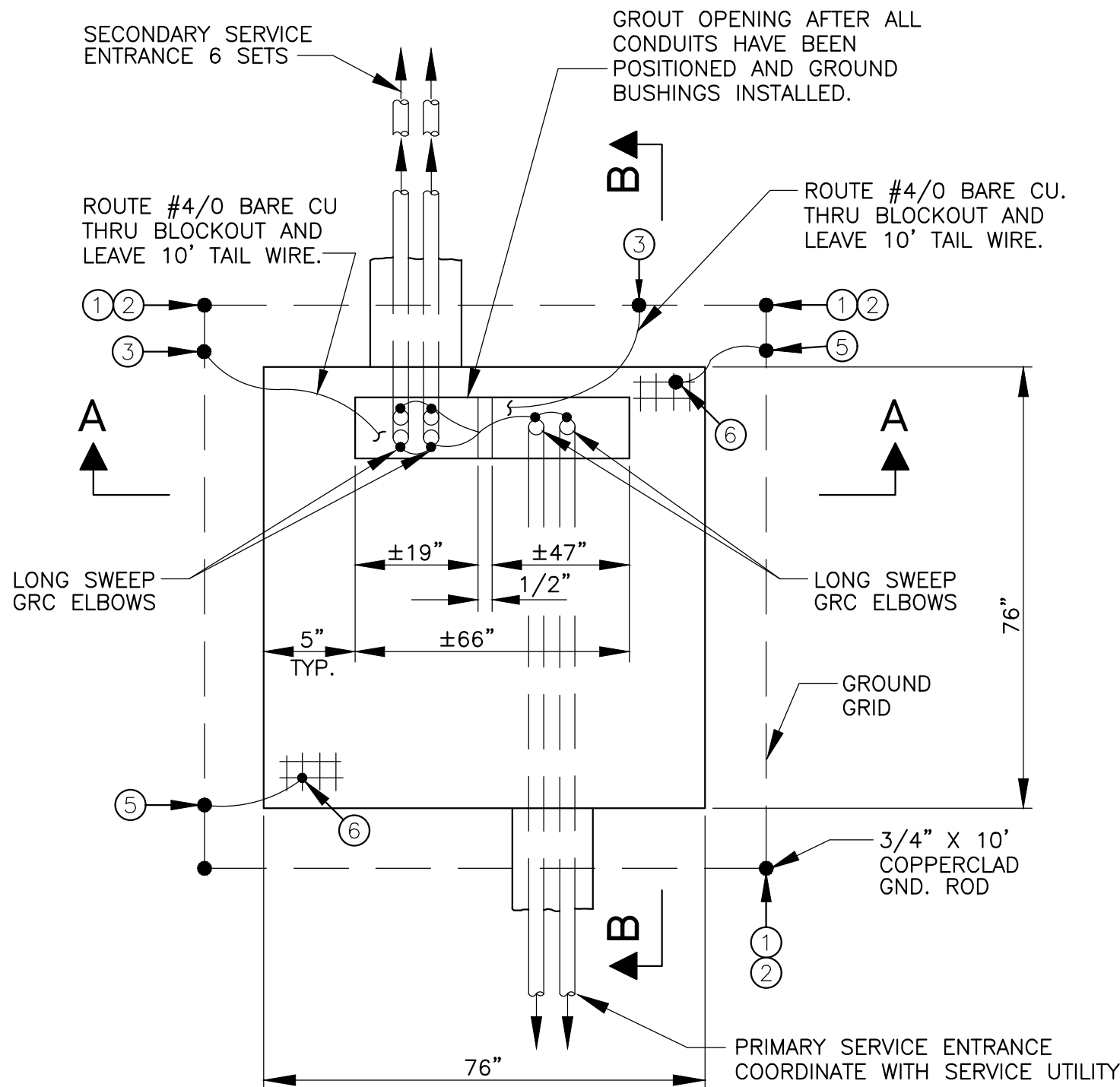
(TYPICAL FOR TRANSFORMER PAD AND POWER PANEL FOUNDATION)



- NOTES:
- DISTANCE "X" SHALL BE THE SAME BUT NOT LESS THAN 50'. ALL RODS SHALL BE IN A STRAIGHT LINE.
 - ALL READINGS SHALL BE DONE IN THE ENGINEERS PRESENCE AND RECORDED FOR PERMANENT RECORD.
 - THIS TEST IS TO BE PERFORMED ON EACH OF THE ELECTRICAL DISTRIBUTION SYSTEM GROUND GRIDS.

GROUND TEST DETAIL

N.T.S.



PLAN VIEW

N.T.S.

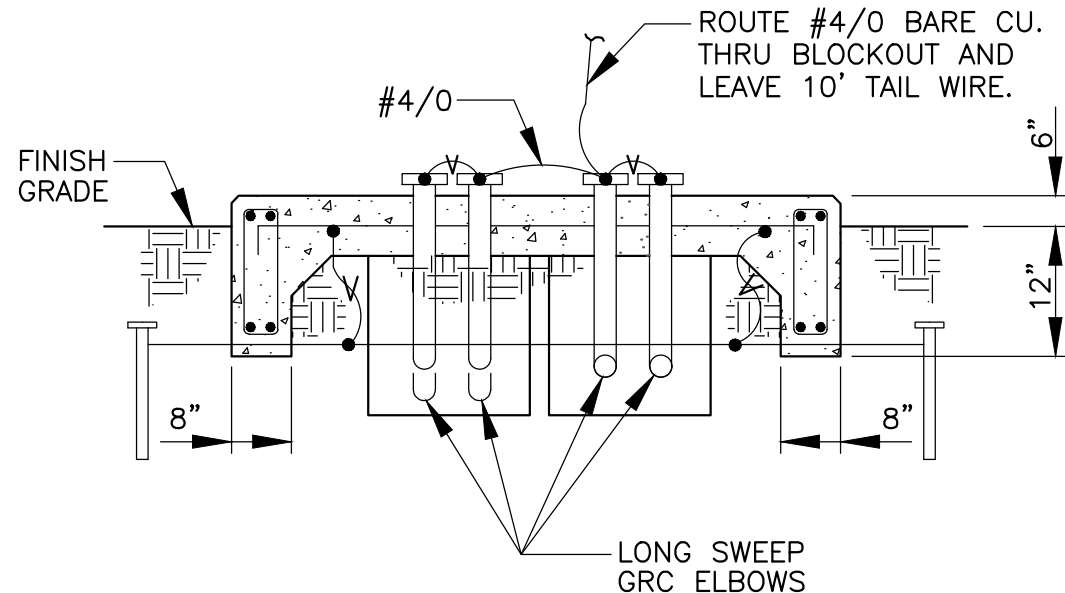
NOTE: PAD DIMENSIONS ARE APPROXIMATE. REFER TO TRANSFORMER SUPPLIER FURNISHED TEMPLATE FOR DIMENSIONS. ADJUST AS REQUIRED AT NO ADDITIONAL COST TO CONTRACT.

SEE GROUND GRID DETAIL AT LEFT.

BLOCK OUT FOR CONDUIT IS SHOWN DIAGRAMMATIC ONLY. BLOCK-OUTS SHALL BE AS REQUIRED BY TRANSFORMER SUPPLIER.

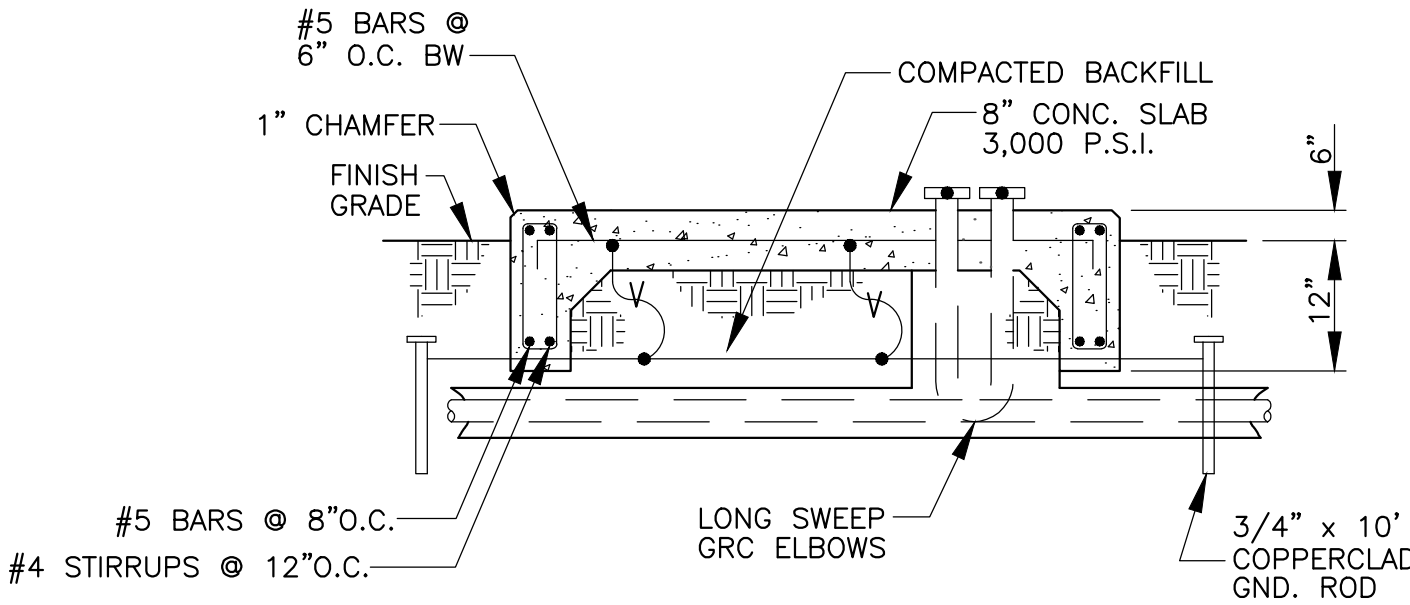
TRANSFORMER AND PAD DETAIL

N.T.S.



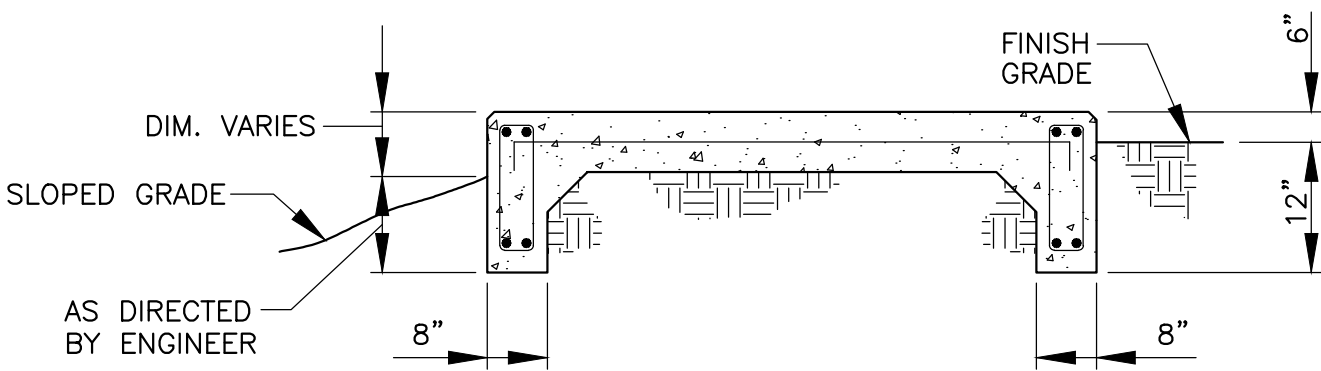
SECTION A-A

N.T.S.



SECTION B-B

N.T.S.



ALTERNATE FOUNDATION SECTION TO BE USED ON SLOPED GRADE AS REQUIRED

NOTE: VERIFY EXACT REQUIREMENTS WITH ENGINEER PRIOR TO INSTALLATION OF PAD.

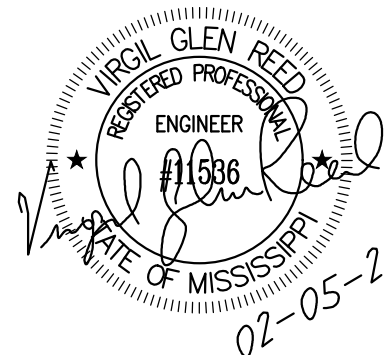
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				QA/QC:	DATE:

TATUM PARK - SOCCER FIELDS 13 & 15 LIGHTING

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



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Solutions you can build upon

ELECTRICAL DETAILS VI

WORKING NUMBER:
ED-6

DRAWING NUMBER:
E7

*CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS*

FOR

**TATUM PARK LIGHTING – FIELDS #13
AND #15**

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



FEBRUARY 2021

PREPARED BY



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Project Manual

EJCDC	00700-1
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ADVERTISEMENT FOR BIDS

**TATUM PARK LIGHTING – FIELDS #13 AND #15
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **April 8**, 2021 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

March 10, 2021

March 17, 2021

INSTRUCTIONS TO BIDDERS

TATUM PARK LIGHTING – FIELDS #13 AND #15 CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded and/or supplemented by the technical specifications and special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: TATUM PARK LIGHTING – FIELDS #13 AND #15
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as

will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable

schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient

information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

Contractor shall be responsible for all construction staking as specified (cost absorbed). Construction staking shall also include earthwork quantity calculations for applicable pay items

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within **150** consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

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BIDDER'S PROPOSAL

**TATUM PARK LIGHTING – FIELDS #13 AND #15
CITY OF HATTIESBURG, MISSISSIPPI**

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BIDDER'S PROPOSAL

**TATUM PARK LIGHTING – FIELDS #13 AND #15
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Tatum Park Lighting – Fields #13 and #15 Project.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and

other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid TATUM PARK LIGHTING – FIELDS #13 AND #15 CITY OF HATTIESBURG, MISSISSIPPI					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
1.0	Tatum Park Lighting – Fields #13 and #15	1	Lump Sum	XXXX	
TOTAL BASE BID \$					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____)
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**TATUM PARK LIGHTING – FIELDS #13 AND #15
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**TATUM PARK LIGHTING – FIELDS #13 AND #15
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS

**TATUM PARK LIGHTING – FIELDS #13 AND #15
CITY OF HATTIESBURG, MISSISSIPPI**

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

CONTRACT FORMS

**TATUM PARK LIGHTING – FIELDS #13 AND #15
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**TATUM PARK LIGHTING – FIELDS #13 AND #15
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Tatum Park Lighting – Fields #13 and #15" in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the INSTRUCTION TO BIDDERS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any

and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).

7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).

8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

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extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

Surety
By _____

ATTEST:

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Seal) (Principal) Secretary

By Principal

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Tatum Park Lighting – Fields #13 and #15
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey Crosby, P.E.
Senior Project Manager

c: Lamar Rutland, P. E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: TATUM PARK LIGHTING – FIELDS #13 AND #15
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within ____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____ ACCEPTED BY: _____ CITY OF HATTIESBURG _____ DATE _____	

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

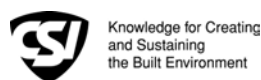
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The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.
 - b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER**.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02.A, Application for Payments, is deleted in its' entirety and the following substituted therefore:

-
- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read "60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER'S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**."

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Final Completion of the work.

The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$750** for each consecutive calendar day after the time stipulated for Final Completion of the work. The actual costs includes, but is not limited to construction related costs resulting from the Contractor's failure to complete the work on schedule.

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor's Sureties shall be liable for all liquidated damages in excess of money due the Contractor

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: "or Engineer fails to act on any Application for Payment within thirty days, after it is submitted" and add the words "if the". In Paragraph 15.04.B delete the following words: "if Engineer has failed to act on an Application for Payment within thirty days after it is submitted" and add the words "if the".

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

**** END OF SECTION ****

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 Scope of Work

- A. Lump Sum Contract Basis: Payment of the lump sum established in the Bidding and Contract Documents for the Tatum Park Lighting – Fields #13 and #15 Lighting for the City of Hattiesburg, Mississippi, shall be full compensation for furnishing and/or installing all labor, materials, equipment and incidentals required to complete the construction of the facilities and supporting systems, complete as specified and indicated on the drawings.
- B. Alternates: None.
- C. Schedule of Values: The schedule of unit prices submitted in accordance with Section 01026 are subject to approval and acceptance by the OWNER. If acceptable, the unit prices will be used as the basis for adjustment of the Contract price in the event that the Scope of Work is expanded or reduced.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.

-
- c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
 - B. Submit one copy of data for each copy of application for payment.
 - C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
 - D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
 - E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

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- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
 - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

-
5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

-
- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

-
- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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- 2 To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance as noted below following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's as noted below, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.
- B. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the system's components for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers. Warranty does not include structural components or failure of any new parts determined to be caused by the existing concrete pole that will be retrofitted with new LED fixtures (existing pole or damage due to the pole will not be under warranty but the provided LED fixtures will be).
- C. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner agrees to check fuses in the event of a luminaire outage.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 16010

GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 Governing Clause

The phrase "CONTRACTOR shall furnish and install" unless specified or indicated otherwise, shall be omitted for the sake of brevity in these specifications. However, these phrases are implied. Any mention of material and/or operations in the specifications or drawings will require CONTRACTOR to furnish and install such materials and perform each and every operation required for a complete and operable system and to the complete satisfaction of the ENGINEER. The drawings are diagrammatic and may not necessarily show each and every wire, conduit, conduit routing, junction electrical box and/or final connection required for all pieces of equipment. However, the intent of this paragraph is to require that the CONTRACTOR furnish labor and materials to make all required final electrical power connections whether or not shown to all equipment shown on the drawings issued as bidding documents for this project.

1.02 General Conditions

- A. General Conditions, Supplementary General Conditions, Information to Bidders, General Requirements, Special Conditions, Addenda, Wage Rates, and other pertinent documents issued under these specifications and shall be complied with in every respect as though fully written herein.
- B. Notwithstanding Any Reference in the Specifications to Any Article, Device, Product, material, fixture, form or type of construction by name, make or catalog number, such reference shall be interpreted as establishing a standard of quality and performance and shall not be construed as limiting competition; and in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the final judgment of the ENGINEER expressed in writing, is an approved equal to that specified.

1.03 Record Drawings and Operating and Maintenance Manuals

Furnish to the ENGINEER at job acceptance and completion, the following in compliance with Section 01720:

- A. Record Drawings: One set of blue line prints marked in black, showing an accurate location of all variations of the work actually installed related to the original drawings. The drawings shall include all approved and installed Change Orders, field condition changes, and other variations from the original plans and specifications.
- B. Operation and Maintenance Manuals: Furnish three copies of an operation and maintenance manual for each electrical system and for each piece of equipment. Three copies of the complete manuals bound in a 3-inch, 3-ring black binder with color coded tabs as directed by the ENGINEER labeling all shop drawings, approved manufacturers brochures, control diagrams, maintenance instructions and other data required by the contract documents reflecting the record fabrication and installation of all systems or equipment installed. One manual shall be furnished prior to the time that the system or equipment tests are performed.

The remaining two manuals shall be furnished to the ENGINEER before the contract is closed out.

- C. The following identification shall be inscribed in minimum : "-high alphabet type letters on the outside front corner: The words "OPERATING AND MAINTENANCE MANUAL", the name and location of the project and the contract number. The manual shall include the names, addresses, and telephone number of each subcontractor. Installing equipment and systems, the local manufacturer=s representative for each item of equipment and each system. This information shall be contained on the first page of the binder. Lettering shall be permanent signage and not stick-on type.
- D. The manual shall have a typewritten table of contents with the tab sheets placed before instructions covering the subject. The instruction sheets shall be legible with large sheets of drawings folded in. The manual shall include a system layout showing circuits, devices, and controls; control diagrams with explanation of operation and control of each component; start-up control sequence, and operation; a detailed description of the function of each principal component of the system; the procedure for starting; the procedure for operating; shut-down instructions; installation instructions, maintenance and overhaul instructions; lubrication schedule including type, grade, illustrations; test procedures; performance data; and parts list. The parts list for equipment shall indicate the sources of supply, recommended spare parts, and the service organization which is reasonably convenient to the site. The manual shall be complete in all respects for all equipment, controls, and accessories provided.

1.04 Tests and Inspections

The complete job shall be, during actual construction, and for the warranty provision period, subject to the supervision of the ENGINEER and will have the following tests and inspections conducted without any additional cost to the contract.

- A. By ENGINEER'S inspections and tests conducted by him or for him in his presence. Upon written notice, CONTRACTOR shall furnish not to exceed two men, one to include the job foreman and tools to assist and be directed by the ENGINEER for a reasonable amount of time to make such tests and inspections as are requested by the ENGINEER pertaining to the safety and operation of any device or system installed.
- B. By complete insulation break-down tests with a megger of each and every branch circuit, and service entrance. All 600 volt conductors shall meet a minimum of resistance of 1,000,000 OHMS. Tests shall be performed prior to any connections to overcurrent devices, devices or equipment. All readings shall be made in the ENGINEER'S presence or his authorized representative and a type-written report of same submitted to him before the job is subject to his approval. The manufacturer, cat. no. and type or megger shall be noted on the report.
- C. By any federal, state or local authority having jurisdiction of the project.
- D. By the Mississippi State Rating Bureau. After inspection by this agency, corrections of any deficiencies shall be made which were found adversely affecting the insurance to be carried by the OWNER. Acceptance of the Rating Bureau's report or subsequent reports lie with the ENGINEER or OWNER. Electrical contractor/subcontractor shall pay all cost for this work.

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- E. Properly phase out the entire electrical system to balance all loads as close as possible.
 - F. Certified Test Reports: Before any equipment or materials are delivered to the project site, certified copies of all test reports specified in the individual sections of this specification shall be submitted to the ENGINEER for his approval.

1.05 Guarantee

- A. Guarantee to the OWNER all work performed and all equipment installed under this contract shall be free from defects in workmanship and materials for a period of one year unless noted otherwise from date of final written acceptance by the ENGINEER and the OWNER.
- B. Defects shall be corrected arising during this one year period at the CONTRACTOR'S own expense, upon written notice of the OWNER or his authorized representative.

1.06 General Information

- A. Plans are diagrammatic. Judgment and care shall be exercised to install all electrical work in a practical manner which shall function properly and fit the construction and finishes. Electrical devices not shown or specified which shall be required or any device or system to produce a complete and operative system shall be brought to the ENGINEER'S attention at least five days prior to the bid date in order for such devices to be noted or clarified in an addendum, otherwise furnished at his own expense.
- B. Cooperate with others in laying out work so that the electrical phase of the work will properly fit the construction and finishes. Space requirements, etc. other than that shown on the plans required to facilitate the electrical construction, shall be brought to the ENGINEER'S attention prior to commencing any work so that proper action may be taken to remedy this.
- C. Exact location of equipment shall be determined on the job. Do not scale electrical drawings for exact location of any equipment. All mounting heights shall be verified prior to rough-in.
- D. ENGINEER reserves the right to change the location of any equipment improperly installed and to change the exact location of any equipment connection location up to twenty feet prior to rough-in with no additional cost to the contract.
- E. Circuit grouping, conduit or cable runs are indicated diagrammatically with number of conductors shown in each raceway to clarify the operation and function of various systems. Provide the proper number of conductors and conduits or cables to produce an operative system as specified herein. Where conductors not shown, consult manufacturer's recommendations.
- F. Branch circuit shall be indicated as 2 or 3 wire circuits unless otherwise noted. No two ungrounded conductors will be connected to the same ungrounded main in any panel. There shall be no splicing of branch circuit conductors in any panel, safety switch or non-automatic circuit breaker in separate enclosures.
- G. All materials shall be new (unless otherwise noted on the drawings or specified herein) and of approved equal or superior quality to those specified. All equipment or materials shall

conform to the latest requirements of Underwriter's Laboratories, National Electrical Code, National, State or local agency having jurisdiction, American National Standards Institute (ANSI), National Electrical Safety Code and National Fire Protection (NFPA) Codes.

- H. All conductors shall be color coded as specified herein. All conductors not complying with the specified color code shall be removed and replaced solely at the electrical subcontractor's expense.
- I. All materials, devices, equipment, etc. shall be installed, tested and connected in strict compliance with manufacturer's recommendations.
- J. Install all materials, equipment, devices, etc. in a neat and workmanlike manner. Use only experienced labor or employ appropriate subcontractor to do all cutting and patching necessary for the installation of his materials.
- K. Protect from damage all apparatus and equipment furnished on this project. Equipment and materials shall be properly stored and adequately protected and carefully handled to prevent damage before and during installation. Equipment and materials shall be handled, stored and protected in accordance with the manufacturer's recommendations and as approved by the ENGINEER. Electrical conduit shall be stored to provide protection from the weather and accidental damage. Plastic conduit shall be stored on even supports and in locations not subject to direct sun rays or excessive heat. Cables shall be sealed, stored and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather. Any piece of equipment or material marred or damaged shall be repaired, repainted and/or replaced to the complete satisfaction of the ENGINEER.
- L. Any piece of equipment, switch, device, etc. shown mounted on and/or adjacent to any installed equipment which, if installed, may impair the proper operation of that equipment, shall be removed by the electrical contractor/subcontractor as required in order that installed equipment shall function properly. ENGINEER shall be notified immediately if any such condition exists.

1.07 Removal of Salvage Material and Debris

It shall be the responsibility of the CONTRACTOR to have all trash, salvage material, etc. related to the electrical work completely removed from the project site at all times during construction.

1.08 Trenching and Backfilling

- A. All trenching shall be done by mechanical means and all sides straight and vertical. Width of trenches shall not exceed eight inches on either side of placed equipment.
- B. All backfill shall be made with red sand (unless otherwise specified) and packed by mechanical means every six inches and left with a six-inch layer above finish grade to allow settling unless asphalt or concrete topping is to be provided.
- C. Where required by safety or recommended standards and where any excavated trench or hole is more than five feet deep, install shoring on all sides to protect against sides caving in. Shoring method and material shall be the CONTRACTOR's responsibility.

1.09 Cutting, Patching, Finishing and Painting

- A. The CONTRACTOR shall be responsible for all cutting required to install his work. All existing walls shall be carefully trenched, cut, etc. to depths required to completely recess conduit and boxes. Where masonry walls are encountered, blocks and/or brick shall be carefully saw cut to exact box dimensions and conduit shall be routed in cavities, air spaces, etc.
- B. It shall be the responsibility of the CONTRACTOR to have all patching, finishing, painting, etc. done by qualified personnel related to his work.
- C. It shall be the responsibility of the CONTRACTOR to have all exposed conduit, piping and wireways painted where exposed in any space or location.

1.10 Corrosion Protection

It is the intent of these specifications to have all joints, connections, etc. exposed to climatic conditions to be completely watertight using the following:

- A. Nylon gland rings on all Liquid-tite conduit connectors.
- B. Nylon gland rings on all locknuts installed in boxes subject to moisture.
- C. Insulated throat connectors on all compression connectors.
- D. Corrosion inhibitors shall be placed in all environmental, control panels, exposed to damp or wet locations. Inhibitors shall be an approved equal to "Hoffman" A-HCI-1, A-HCI-5 and A-CI-40 and shall be sized in accordance with volume content of the device to be protected.
- E. Where equipment is exposed to severe conditions such as salts, acids, alkalies, sewer gases, etc., all equipment shall be sprayed inside and out with two coats of General Electrical Glyptal No. 1201-A or an approved equal.

1.11 Project Site Inspection

It shall be the responsibility of the CONTRACTOR to visit the proposed sites and make his own observation of the work to be done under the plans and specifications and same shall be contained in his bid proposal. Failure to do so will not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER.

1.12 Coordination of Existing Utilities

It shall be the responsibility of the CONTRACTOR to coordinate all existing utilities location both overhead and underground and verify their locations with the various utilities prior to commencing any work. CONTRACTOR shall call Mississippi One Call 811 and obtain a utility location request number and refer to this number each time a utility company is notified of diggings or trenching near their utilities. Failure to do this shall not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER due to damage of any of these utility lines.

1.13 Construction Tools, Utilities and Buildings

The CONTRACTOR shall furnish all tools, utilities, job office and storage buildings required for his use and to protect all electrical equipment as directed by the ENGINEER.

1.14 Payment Items

Progress payments shall be made to the CONTRACTOR based on the percentage of work performed on various payment items. The electrical payment items shall be included with the preliminary schedule of values and payment requests submitted by the CONTRACTOR.

1.15 Manufacturer's Recommendations

Where installation procedures are specified to be in accordance with the recommendations of the manufacturer of the material or equipment being installed, printed copies of these recommendations shall be furnished to the ENGINEER by the CONTRACTOR prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

1.16 Submittals

Specific items requiring submittals shall be as specified herein. Shop drawings shall be submitted and approved before procurement, fabrication or delivery of such items to the project site. Partial submittals are not acceptable; such submittals will be returned without review.

- A. **Manufacturer's Data:** Submittals for each manufactured item shall be manufacturer's descriptive literature, equipment drawings, diagrams, performance and characteristic curves and catalog cuts. Each submittal shall include the manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, specification reference, applicable federal, military and industry specification references and all other information necessary to establish contract compliance.
- B. **Shop drawings** shall show types, sizes, accessories, elevations, plans, sectional view, installation details, elementary diagrams and wiring diagrams. Wiring diagrams shall identify circuit terminals and shall indicate the internal wiring for each item of equipment and the interconnection between the items. Drawings shall also indicate adequate clearance for operation, maintenance and replacement of operating equipment devices. If any equipment is disapproved, the drawings shall be revised to show acceptable equipment and be resubmitted.
- C. **Standards Compliance:** When materials or equipment must conform to the standards of organizations such as the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Electrical Manufacturer's Association (NEMA) and Underwriters' Laboratories (UL), proof of such conformance shall be submitted to the ENGINEER for approval. If any organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise specified in the individual sections. In lieu of the label or listing, the CONTRACTOR shall submit a certificate from an independent testing organization, which is competent to perform acceptable tests and is approved by the ENGINEER. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item conforms to the specified organization's standard. For materials and equipment whose

compliance with organizational standards or specifications is not regulated by an organization using its own listing or label as proof of compliance, a certificate of compliance from the manufacturer shall be submitted for approval. The certificate shall identify the manufacturer, the product and the referenced standard and shall simply state that the manufacturer certifies that the product conforms to all requirements of the project specification and of the referenced standards listed.

PART 2 – PRODUCTS

2.01 Materials and Equipment

All materials, equipment and devices shall, as a minimum standard, meet the requirements of UL where UL standards are established for those items and the requirements of NFPA 70. All items shall be new unless specified or indicated otherwise.

2.02 Nameplates

Fed. Spec. L-P-387. Provide laminated plastic nameplates for each panel, transformer, relay, contactor, starter, safety switch and device. Each nameplate inscription shall identify the equipment and serving panel, and when applicable, the location. Nameplates shall be melamine plastic, 0.125-inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the black core. Minimum size of nameplates shall be as follows:

- A. Style No. 1: 1.0 inch by 2.5 inches for panelboard and terminal cabinet enclosures.
- B. Style No. 2: 0.5 inch by 1.5 inches for safety switches, enclosed individually mounted circuit breakers, small junction/terminal boxes, etc.

2.03 Warning Signs

ANSI Z35.1. Provide warning signs for the electric panel boards. Provide signs with the legend "DANGER HIGH VOLTAGE KEEP OUT" printed in three lines of nominal 3-inch high letters.

PART 3 – EXECUTION

3.01 Nameplate Mounting

Provide number, location and letter designation of nameplates. Fasten nameplates to the device or enclosure with a minimum of two oval head stainless steel screws.

3.02 Painting of Equipment

- A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test.
- B. Field Applied: Paint electrical equipment as required to match finish or to meet safety criteria. Painting shall be a minimum of three coats consisting of primer and two finish coats. Touch-up paint of all equipment shall be required where equipment has become

damaged as a result of handling, rusting, etc. Paint shall be applied in even three coats, consisting of prime coat and two finish coats. See plans for special PVC applications.

****END OF SECTION****

SECTION 16020

CODES AND STANDARDS

PART 1 – GENERAL

1.01 Description

The following codes and standards shall be complied with as though fully written herein in these specifications and shall be applicable to CONTRACTOR, supplier and manufacturer. Dates and amendments shall be the latest edition thereof in force at time of project bid date. Bidders shall be responsible for obtaining their own copies of these codes and standards and pay all cost thereof. Bidders may request addresses of codes and standards issuing agency from ENGINEER in writing in sufficient time to obtain required copies from issuing standards institute.

- A. National Fire Protection Association (NFPA)
 - NFPA 70 National Electrical Code (N.E.C.)
 - NFPA 78 Lightning Protection Code
 - NFPA 77 Recommended Practice on Static Electricity
- B. American National Standards Institute (ANSI)
 - ANSI B16.11 Forged Steel Fittings, Socket Welding and Threaded
 - ANSI C57.12.01 General Requirements for Dry-Type Distribution and Power Transformers
 - ANSI C57.12.91 Test Code for Dry-Type Distribution and Power Transformers
 - ANSI Z35.1 Accident Prevention Signs
 - C80.1 Specification for Rigid Steel Conduit, Zinc-Coated
- C. Occupational Safety and Health Act (OSHA) Requirements
- D. Underwriters Laboratories (UL)
 - UL 6 Rigid Metallic Conduit
 - UL 50 Cabinets and Boxes
 - UL 360 Liquid-Tite Flexible Steel Conduit
 - UL 467 Grounding and Bonding Equipment
 - UL 486A Wire Connectors and Soldering Lugs for Use with Copper Conductors
 - UL 468C Splicing Wire Connectors
 - UL 489 Molded Case Circuit Breakers
 - UL 508 Enclosures
 - UL 510 Insulating Tape
 - UL 514A Outlet Boxes and Fittings
 - UL 651 Schedule 40 and 80 Rigid PVC Conduit
 - UL 854 Service-Entrance Cables
 - UL 869 Service Equipment
 - UL 943 Ground-Fault Circuit Interrupters
 - UL 1059 Terminal Blocks
 - UL 1449 Transient Voltage Surge Suppressors
 - UL 1561 Dry-Type General Purpose and Power Transformers

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|---|--|
| UL 1581 | Reference Standard for Electrical Wires, Cables and Flexible Cords |
| E. National Electrical Manufacturer's Association (NEMA) | |
| WC3 | Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy |
| TC3 | PVC Fittings for Use with Rigid PVC Conduit and Tubing |
| RN1 | PVC Externally Coated Rigid Galvanized Steel Conduit and Electrical Metallic Tubing |
| ICS1 | General Standards for Industrial Control and Systems |
| ICS2 | Standards for Industrial Control Devices, Controllers and Assemblies |
| ICS6 | Terminal Blocks for Industrial Control Equipment and Systems |
| TC2 | Electrical Plastic Tubing (EPT) and Conduit EPC-40 and EPC-80 |
| TR1 | Transformers, Regulators and Reactors |
| WD1 | General Purpose Wiring Devices |
| LA1 | Surge Arrestors |
| F. Institute of Electrical and Electronic Engineers (IEEE): Standard Dictionary of Electrical and Electronics Terms | |
| G. American Society for Testing and Materials (ASTM) | |
| A53 | Pipe, Steel, Black and Hot-Dipped Zinc-Coated |
| A123 | Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products |
| A153 | Zinc Coating (Hot-Dip) on Iron and Steel Hardware |
| B8 | Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft |
| A525 | General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process |
| A780 | Repair of Damaged Hot-Dip Galvanized Coatings |

PART 2 – PRODUCT NOT USED

PART 3 – EXECUTION NOT USED

****END OF SECTION****

SECTION 16030

ELECTRICAL SYSTEMS SCHEDULE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. CONTRACTOR to furnish all materials and labor and perform all operations, including, but not limited to, coordination with general construction shop and field drawings, manufacturer's recommendations and installation instructions, to produce a complete and operative system. It is specifically noted that the plans are diagrammatic and the specifications are descriptive and do not show every piece of equipment, conduit, wiring boxes, etc.; however, where any mention of a system or system operation is indicated in the contract documents, CONTRACTOR shall provide material and labor for that system to be fully operational to the satisfaction of the ENGINEER and OWNER.
- B. The following operative systems shall be applicable to this project.
1. Secondary underground 480-volt service and distribution system, complete with conduit, conductors, termination lugs, trenching and backfill, and testing.
 2. Site power system (600-volt and below) complete with final electrical connections to all panels, auxiliary equipment controls, distribution equipment, transformers, lights, etc.
 3. Lighting systems complete with fixtures, accessories, mounting hardware, lamps, poles, etc.
 4. Grounding protection system complete with wiring, connectors, ground rods, exothermic connections, compression connectors and certification from supplier.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

****END OF SECTION****

SECTION 16040

BASIC MATERIALS AND METHODS

PART 1 – GENERAL

1.01 Description

- A. Equipment and materials specified by manufacturer's name and catalog number or an approved equal by the ENGINEER unless otherwise specifically stated herein.
- B. CONTRACTOR shall submit to the ENGINEER in triplicate, typewritten copies of all electrical materials and equipment proposed for use on the project within ten (10) days after award of contract. If this list is not received prior to fifteen (15) days after award of contract, CONTRACTOR is required to furnish specified items by manufacturer and catalog number.
- C. Verbal or written requests by sales agents, manufacturer's agents, CONTRACTOR'S or subcontractors for substitutions of specified equipment by manufacturer and catalog number prior to opening of bids will not be considered or approved. In no case will prior approval be given verbally or in writing of any equipment whether specified by manufacturer and catalog or not prior to opening of bids.
- D. CONTRACTOR shall not place any orders or release shipment of any piece of equipment or materials until all formal submittals have been approved by ENGINEER including any supplemental submittal requirements requested by the ENGINEER.
- E. Samples of any equipment or materials may be required at the ENGINEER's request. This shall apply to specified items and substituted items. Samples shall be made available to the ENGINEER at his designated location. Special equipment such as motor control centers, generators, automatic transfer switch, radio equipment, fire alarm or intrusion alarm systems would be required to be set up and inspections made available at the manufacturer's plant locations. All expenses for travel, per diem, etc. will be paid for by the CONTRACTOR. This expense may include an OWNER'S representative.
- F. The ENGINEER's opinion shall be final and binding on the approved equal status for equality of any substituted item from that listed by manufacturer and/or manufacturer catalog number.
- G. Submittals for approval by ENGINEER shall include shop drawings, manufacturer's brochures and data sheets, samples where required such as paint, waterproofing, marking tape, wiring and cable; test reports, testing procedures, finishes, etc. Refer to Section 01340.
- H. Submittals shall be required, but not limited to, the following:
 - 1. Transformers.
 - 2. Wire and cable
 - 3. Conduit and fittings
 - 4. Boxes, covers and plates
 - 5. Branch circuit compression connectors

-
6. Marking and identification devices
 7. Grounding system
 8. Paint
 9. Lighting fixtures
 10. Panelboards
 11. Metering Equipment
 12. Miscellaneous as shown on drawings
 13. Lamps
 14. Poles

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

****END OF SECTION****

SECTION 16050
UTILITY SERVICE

PART 1 – GENERAL

1.01 Description

- A. Scope: Furnish all labor materials, equipment and incidentals required to provide electric utility service for the project from the serving utility. The services consist of one 4-wire services, 277/480-volt 3-Phase Services. In general, the following work shall be performed by the Contractor.
 - 1. Ball field complex secondary wiring from pad-mounted transformer service to all panels and devices. All lighting and miscellaneous components.
- B. Coordination: Contractor shall make all arrangements with regard to the service connections required. It shall be the responsibility of the Contractor to fully coordinate with the serving utility requirements.
- C. Work performed by others: The following work will be performed by the serving utility: Supply of distribution transformer and primary lines.

1.02 Quality Assurance

Work in connection with electric utility shall be done in strict conformance with the requirements of the serving utility.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

****END OF SECTION****

SECTION 16111
CONDUIT AND FITTINGS

PART 1 – GENERAL

1.01 Description

- A. Metal conduit.
- B. Flexible metal conduit.
- C. Liquid-Tite flexible metal conduit.
- D. Non-metal conduit.
- E. PVC-coated metal conduit.
- F. Fittings and conduit bodies.

1.02 Related Sections

- A. Section 16130, Boxes.
- B. Section 16170, Grounding and Bonding.
- C. Section 16190, Supporting Devices.
- D. Section 16195, Electrical Identification.

1.03 References

- A. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated
- B. ANSI/NEMA PB 1 – Fittings, Cast Metal Boxes and Conduit Bodies for Conduit and Cable Assemblies.
- C. ANSI/NFPA 70 – National Electrical Code.
- D. NECA "Standard of Installation".
- E. NEMA RN 1 – Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
- F. NEMA TC 2 – Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80)
- G. NEMA TC 3 – PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.04 Design Requirements

Conduit Size: ANSI/NFPA 70 (unless noted otherwise on the drawings and contained herein.

1.05 Submittals

- A. Submit under provisions of Section 16010 and Section 01340, Shop Drawings, Project Data and Samples.
- B. Product Data: Provide for metallic conduit, Liquid-tite flexible metal conduit, non-metallic conduit, conduit bodies and fittings.

1.06 Project Record Documents

- A. Submit under provisions of Section 16010.
- B. Accurately record actual routing of all underground conduits and mark on record drawings.

1.07 Field Samples

- A. Provide under provisions of Section 16040.
- B. Provide field sample of PVC-coated steel conduit, one each at two feet long.
- C. Provide field sample of connectors and fittings.

1.08 Delivery, Storage and Handling

- A. Deliver, store, protect and handle products to site.
- B. Accept conduit on site. CONTRACTOR shall, prior to acceptance, inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

1.09 Project Conditions

- A. Verify all field measurements as required or shown on drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required parallel and perpendicular to structures.

PART 2 – PRODUCTS

2.01 Conduit Requirements

- A. All wiring shall be installed in conduit, including power and low voltage unless otherwise noted on drawings as Direct Burial.
- B. Minimum size conduit shall be as follows: 2-inch for power and branch circuit wiring, unless noted otherwise on the drawings.
- C. Conduit shall be installed in accordance with the following schedule:
 - 1. In all poured construction concrete, **thick** wall galvanized rigid steel conduit (GRC) or Schedule 80 PVC.
 - 2. In exposed locations outdoors: Galvanized thick wall rigid steel (GRC).
 - 3. Underground installations: Schedule 40 PVC.

2.02 Fittings

- A. Where conduits, 2-inch through 1-inch conduits, enter junction boxes, pullboxes, panels, cabinets, gutters, etc. use insulated throat connectors, Raco Cat. #1003 and 1004, Locknuts #1133 and 1134, insulated throat bushing and #1222, 1223, and 1224, insulated throat ground bushings for rigid conduit, Raco Cat. #2912, 2913, 2914, for EMT. Raco Cat. #3302, 3303, 3304 for flexible metal conduit. Raco Cat. 3512, 3513 and 3514 for Liquid-Tite connectors. Conduits 13-inch and above entering junction boxes, pullboxes, panels, cabinets, gutters, etc. shall have insulated throat grounding bushings equal to Raco Cat. #1225, 1226, 1228, 1230, 1232, 1234 and 1236.
- B. Only threaded joint connectors and malleable iron no thread compression box connectors shall be used on rigid conduit. No fittings requiring set screws or indoor type applications, including BM connectors, will be allowed.

2.03 Conduit Straps and Hangers

Two-hole push-on stamped straps Raco Cat. #2232, 2233, 2234, 2235, 2236 and 2238 for rigid conduit. These anchors shall be used on surface areas such as concrete, masonry, wide flange beams, columns and wood. All screws shall be stainless steel.

2.04 Expansion and Seal off Fittings

Install seal-off fittings where required by code or shown on the drawings for the job. Fittings shall be Crouse-Hinds Type EYS for vertical runs, Type EZS for horizontal and vertical runs, or Type EYS elbow seals, or approved equal in Killark or Appleton. All seals shall be properly installed using a non-hardening sealing compound and shall be sealed as soon as cable is installed.

2.05 Rigid Metal Conduit

- A. Manufacturers:
 - 1. Allied
 - 2. Wheatland
 - 3. Republic
 - 4. Approved equal

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- B. Rigid Galvanized Steel Conduit (GRC): ANSI C801. UL 6.

2.06 PVC-Coated Metal Conduit

- A. Manufacturers:
1. Robroy
 2. Approved equal.
- B. Description: NEMA RN1; rigid steel conduit with external and internal PVC coating, 20 mil, 0.05 mm thick.
- C. Fittings and Conduit Bodies: ANSI/NEMA FB1; steel fittings with external and internal PVC coating to match conduit.

2.07 Liquid-tight Flexible Metal Conduit

- A. Manufacturers:
1. Alfex
 2. Anamet
 3. AFC
 4. Approved equal
- B. Description: Interlocked aluminum construction with PVC jacket.
- C. Fittings: ANSI/NEMA FB1.

2.08 Non-metallic Conduit

- A. Manufacturers:
1. Carlon
 2. Approved equal
- B. Description: NEMA TC2; Schedule 40 PVC.
- C. Fittings and Conduit Bodies: NEMA TC3.

PART 3 – EXECUTION

3.01 Installation

- A. Install conduit in accordance with NECA "Standard of Installation".
- B. Install non-metallic conduit in accordance with manufacturer's instructions.
- C. Arrange supports to prevent misalignment during wiring installation.
- D. Support conduit using coated steel straps with stainless steel screws.

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- E. Fasten conduit supports to structures and surfaces under provisions of this section.
 - F. Do not support conduit with wire or perforated pipe straps in any type structure. Remove wire used for temporary supports.
 - G. Route all conduit, whether exposed or concealed, parallel and perpendicular to structures, etc.
 - H. Route conduit in and under slab or above ceiling from point-to-point.
 - I. Maintain 12-inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104E F. (40E C.).
 - J. Bring conduit to shoulder of fittings, fasten securely.
 - K. Join non-metallic conduit using cement as recommended by manufacturer. Wipe non-metallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
 - L. Use conduit hubs for sealing locknuts to fasten conduit to cast boxes. All conduit entering top or sides of all junction boxes, pullboxes, wiring gutters, etc., exposed to weather shall have myers hub connectors.
 - M. Install no more than equivalent of four 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch (50 mm) size. All bends shall be long radius. All field bends on conduit shall be made in accordance with tables in Article 346, NFPA 70.
 - N. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
 - O. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
 - P. Provide suitable nylon pull string or No. 14 AWG steel wire in each conduit except sleeves and nipples.
 - Q. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
 - R. Ground and bond conduit under provision of Section 16170.
 - S. Identify conduit under provisions of Section 16195.
 - T. All conduit male threads shall be coated with "General Electric" RTV silicone sealer where conduit is installed outdoors, in contact with concrete or earth.
 - U. All feeders shall be run in galvanized or sheradized thick wall rigid steel (GRC), or IMC.
 - V. All conduits shall be sized as noted on the drawings and contained therein. Where size is not shown, consult ENGINEER.

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- W. All upturned conduits shall be capped during construction rough-in to prevent moisture or debris from entering. Pull through each and every conduit a dry swab of sufficient size to remove any and all moisture. Seal all conduit terminations with GE Silicone or duct putty prior to final acceptance of the project.
 - X. Maximum length of flexible liquid-tite conduit shall not exceed 5 feet.
 - Y. Assure ground continuity on all branch circuitry conduits with two locknuts, one inside and one outside of all boxes, cabinets and gutters for rigid conduit.
 - Z. Conduit Curb:
 - 1. In concrete slabs or floors, provide a 2-inch high curb extending 2-inches from the outer surface of the conduit penetrating the floor, to prevent corrosion.
 - 2. Terminate conduit stub-ups in couplings, slightly above the finished concrete curb.
 - 3. Paint the stub-up with Scotch-Clad Protective Coating #1706 or equal, a minimum of 6-inches above and below the finished surface of the concrete.

3.02 Conduit Supports

Support conduits as follows:

- A. Galvanized rigid thick wall conduit (GRC), IMC and EMT, within three (3) feet of all outlet boxes, junction boxes, cabinets, gutters or fittings. Horizontally anchored at 10'-0" maximum intervals. Other spacings are noted on the plans.
- B. Liquid-tite flexible conduit (Sealtite), within 12 inches of all outlet boxes, junction boxes, cabinets, gutters or fittings and bends or turns. Horizontally anchored at 2-foot intervals. Minimum size permitted is 3/4-inch.

****END OF SECTION****

SECTION 16120
WIRE AND CABLE

PART 1 – GENERAL

1.01 Description

- A. Building wire.
- B. Cable including instrumentation, control, etc.
- C. Wiring connections and terminations.

1.02 References

- A. NEMA WC 3 – Rubber-insulated wire and cable for the transmission and distribution of electrical energy.
- B. NEMA WC 5 – Thermoplastic-insulated wire and cable for the transmission and distribution of electrical energy.

1.03 Submittals

- A. Submit manufacturer's product data under the provisions of Section 16010, Shop Drawings Submittal.
- B. Submit manufacturer's instructions.

PART 2 – PRODUCTS

2.01 Conductors

- A. Thermoplastic insulated building wire: NEMA WC5.
- B. Rubber insulated wire: NEMA WC3.
- C. Feeders and branch circuits: copper, stranded conductor, 600 volt insulation THHN-THWN in conduit.
- D. Service entrance cable: copper, stranded conductor, 600 volt insulation, THHN-THWN in conduit.

PART 3 – EXECUTION

3.01 General Wiring Methods

- A. Use no wire smaller than #12 AWG for power circuits and no smaller than #14 AWG for control wiring.
- B. Place an equal number of conductors for each phase of a circuit in same raceway or cable.
- C. Splice only in junction or outlet boxes.
- D. Neatly train and lace wiring inside boxes, equipment and panelboards.

3.02 Wiring Installation in Raceways

- A. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricate for pulling #4 AWG and larger wires.
- B. Completely and thoroughly swab raceway system before installing conductors.

3.03 Cable Installation

Provide protection for exposed cables where subject to damage.

3.04 Wiring Connections and Terminations

- A. Splice only in accessible junction boxes.
- B. Thoroughly clean wires before installing lugs and connectors.
- C. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- D. Terminate spare conductors with electrical tape and wire nut.
- E. Splices in all junction boxes shall be made by the compression method. Crimp connectors shall be "Buchanan" Cat. #2006S, #2008S or #2011S with #2007, #2014 or #3007B caps or approved equal.

3.05 Field Quality Control

- A. Field inspection and testing will be performed under provisions of Section 16010.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Torque test conductor connections and terminations to manufacturer's recommended values.
- D. Perform continuity test on all power and equipment branch circuit conductors. Verify proper

phasing connections.

3.06 Wire and Cable Installation Schedule

- A. Exterior Locations: Conductors in raceways.
- B. Underground Locations: Conductors in raceways.
- C. Color Coding (Power System): The following conductor color coding shall be used:

480Y/277-Volt System

Phase A – Brown
Phase B – Orange
Phase C – Yellow
Neutral – Gray
Equipment Ground – Green

240/120-V, 3-Wire, Single-Phase System

One Hot Leg – Black
One Hot Leg – Red
Neutral – White
Equipment Ground Green

208Y/120-Volt System

Phase A – Black
Phase A – Switch Leg – Gray
Phase B – Red
Phase B – Switch Leg – Pink
Phase C – Blue
Phase C – Switch Leg – Purple
Travelers – Yellow
Neutral – White
Equipment Ground – Green

****END OF SECTION****

SECTION 16130

BOXES

PART 1 – GENERAL

1.01 Description

- A. Wall and ceiling outlet boxes.
- B. Pull and junction boxes.

1.02 Related Sections

- A. Section 16111, Conduit and Fittings.
- B. Section 16141, Wiring Devices.
- C. Section 16160, Cabinets and Enclosures.
- D. Section 16180, Equipment Wiring Systems.

1.03 References

- A. ANSI/NEMA FB 1 – Fittings and Supports for Conduit and Cable Assemblies.
- B. ANSI/NEMA OS 1 – Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- C. ANSI/NEMA OS 2 – Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.
- D. ANSI/NFPA 70 – National Electrical Code.
- E. NEMA 250 – Enclosures for Electrical Equipment (1000 Volts Maximum).

1.04 Project Record Documents

- A. Submit under provisions of Section 01720.
- B. Accurately record actual locations and mounting heights of outlet, pull, and junction boxes.

1.05 Regulatory Requirements

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.06 Project Conditions

- A. Verify field measurements as shown on Drawings.
- B. Verify locations of boxes and outlets in plant laboratory, offices and work areas prior to rough-in.
- C. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Install at location required for box to serve intended purpose. Include installation within 20 feet of location shown.

PART 2 – PRODUCTS

2.01 Outlet Boxes

- A. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1, galvanized steel.
 - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2-inch or 3/4-inch male fixture studs where required.
 - 2. Only 4-inch square boxes with raised gang covers will be allowed.
- B. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs as required.

2.02 Pull and Junction Boxes

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Surface-Mounted Cast Metal Box: NEMA 250, Type 3R; flat-flanged, surface-mounted junction box.
 - 1. Material: Cast aluminum.
 - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- C. In-Ground or Concrete Cast Metal Box: NEMA 250, Type 6, inside flanged, recessed cover box for flush mounting.
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
 - 3. Cover Legend: ELECTRIC, COMM.

PART 3 – EXECUTION

3.01 Installation

- A. Install electrical boxes as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- B. Install electrical boxes to maintain headroom and to present neat mechanical appearance.

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- C. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
 - D. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.
 - E. Install boxes to preserve fire resistance rating of partitions and other elements.
 - F. Align adjacent wall-mounted outlet boxes for switches, thermostats, and similar devices with each other.
 - G. Use flush mounting outlet boxes in finished areas with raised gang covers.
 - H. Do not install flush mounting boxes back-to-back in walls; provide minimum 6 inch (150 mm) separation. Provide minimum 24 inches (600 mm) separation in acoustic rated walls.
 - I. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
 - J. Use stamped steel bridges to fasten flush mounting outlet box between studs. Span between studs.
 - K. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
 - L. Use adjustable steel channel fasteners for hung ceiling outlet box.
 - M. Do not fasten boxes to ceiling support wires.
 - N. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
 - O. Use gang box where more than one device is mounted together. Do not use sectional box.
 - P. Use gang box with plaster ring for single device outlets.
 - Q. Use cast outlet box in exterior locations exposed to the weather and wet locations.
 - R. Large Pull Boxes: Boxes larger than 100 cubic inches (1600 cubic centimeters) in volume or 12 inches (300 mm) in any dimension.
 - 1. Interior Dry Locations: Use hinged enclosure under provisions of Section 16160.
 - 2. Other Locations: Use surface-mounted cast metal box.

3.02 Interface with Other Products

- A. Coordinate installation of outlet box for mechanical equipment furnished under Division 15.
- B. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening. Use raised gang square covers.

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- C. Coordinate mounting heights and locations of outlets mounted above counters, benches and backsplashes.
 - D. Position outlet boxes to locate luminaires as shown on drawings.

3.03 Adjusting

- A. Adjust flush-mounting outlets to make front flush with finished wall material. Maximum tolerance is 1/8-inch recess in finished wall.
- B. Install knockout closure in unused box opening.

****END OF SECTION****

SECTION 16140
WIRING DEVICES

PART 1 – GENERAL

1.01 Description

Furnish and install wiring devices as shown or noted on plans, including all required mounting hardware, etc.

PART 2 – PRODUCTS

2.01 Safety Switches

- A. Type: Horsepower rated, heavy-duty, single throw, three pole with visible blade and safety handle. Fused and/or unfused as specified elsewhere and/or designated on the Drawings and/or as required by NEC. Sized as required by NEC and/or as shown on the Drawings.
- B. Each switch shall have indented plastic phenolic sign (minimum 1/8-inch lettering) identifying load served with voltage and horsepower attached to switch with stainless steel screws.
- C. Enclosure: Painted Steel NEMA 3R for outdoor locations.
- D. Manufacturers:
 - 1. Square D Co.
 - 2. General Electric Co.
 - 3. Westinghouse.
 - 4. Or equal.

2.02 Receptacle

- A. Indoor Locations:
 - 1. Duplex grounding receptacle, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
 - a. Cat. #5362-CR, by Arrow-Hart Inc.
 - b. Cat. #53CM62, by Harvey Hubbell Inc.
 - c. Or equal.
 - 2. Single grounding receptacle, corrosion resistant, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
 - a. Cat. #5361-CR, by Arrow-Hart Inc.
 - b. Cat. #53CM61, by Harvey Hubbell Inc.
 - c. Or equal.

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- B. Ground Fault Receptacle Where Designated on the Drawings:
 - 1. Type: UL listed, 20 ampere, 125 volt AC, sensitivity of 5 mA, three wires, and weather-proof cover plates.
 - 2. Manufacturer:
 - a. Hubbell, No. 6F-5362-GY with a 5221 cover plate.
 - b. Or equal.
 - C. Weatherproof Receptacle Where Designated on the Drawings: Type UL listed duplex grounding receptacle, corrosion resistant, two pole, three wire, 20 ampere, 125 volt AC, weather-proof cover plates.

2.03 Switches

- A. Indoor Non-Hazardous Locations:
 - 1. Single pole AC toggle switch, quiet type, 120/277 volt AC, 20 ampere, Brown, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
 - a. Cat. #20AC1 by Pass & Seymour, Inc
 - b. Cat. #CS 120 by Hubbell.
 - c. Or equal.
 - 2. Toggle switches of the three-way type shall be quiet type, 120/277 volt AC, 20 ampere, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
 - a. Cat. #20AC3 by Pass & Seymour, Inc.
 - b. #CS 320 by Hubbell.
 - c. Or equal.
 - 3. Toggle switches of the four-way type shall be of the same grade and manufacture as the single pole and three-way type.
 - 4. Toggle switches of the two-pole, single throw type shall be of the same grade and manufacturer as above.
- B. Horsepower-Rated Switches:
 - 1. Type: Toggle operated, horsepower rated with thermal overload protection.
 - 2. Enclosure: NEMA 1 for dry, indoor locations and NEMA 4 for outdoor and damp or wet indoor locations.
 - 3. Products and Manufacturers: Provide one of the following:
 - a. Type 609T by Allen-Bradley.
 - b. Class 2510 by Square D Co.
 - c. Or equal.

2.04 Fuses

- A. Type: Dual-element, current-limiting, UL Class RK5, 600 volts, unless otherwise noted or specified.
- B. Interrupting Capacities (UL Listed): 200,000 RMS amperes.

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- C. Coordination:
 - 1. Coordinated for installation in existing and new equipment.
 - 2. Properly coordinated for size, type and rating as required for equipment and circuits to be protected.
 - D. Repair Parts: One replacement fuse for each and every fuse installed under this Contract.
 - E. Manufacturers: Provide products from one of the following:
 - 1. Bussman Division, McGraw Edison Company.
 - 2. Gould Inc., Circuit Protection Division.
 - 3. Or equal.

2.05 Surge Protection Device

Surge protection device shall be Surge Suppression SDLB3 Series rated for 180KA or approved equal.

PART 3 – EXECUTION

3.01 Mounting

- A. Safety switches shall be mounted on structural frame with minimum of four points of attachment using stainless or galvanized steel hardware.
- B. Install one spare set of fuses inside fused switch enclosure attached to side.
- C. In non-hazardous locations, install wiring devices in outlet or device boxes.
- D. Mount wall switches four feet, zero inches above finished floor unless otherwise noted.

END OF SECTION

SECTION 16160

CABINETS AND ENCLOSURES

PART 1 – GENERAL

1.01 Description

- A. Hinged cover enclosures
- B. Cabinets
- C. Mounting panel
- D. Terminal blocks and accessories

1.02 References

- A. NEMA 250 – Enclosures for electrical equipment (1,000 volts maximum).
- B. ANSI/NEMA ICS 1 – Industrial control and systems.
- C. ANSI/NEMA ICS 4 – Terminal blocks for industrial control equipment and systems.
- D. ANSI/NEMA ICS 6 – Enclosures for industrial control equipment and systems.
- E. UL 50 – Enclosures.

1.03 Submittals

- A. Submit shop drawings and product data under provisions of Sections 16010 and 01340, Shop Drawings Submittal.
- B. Shop Drawings for Equipment and Enclosure Panels: Include wiring schematic diagram, wiring diagram, outline drawings and construction diagram as described in ANSI/NEMA ICS 1.

PART 2 – PRODUCTS

2.01 Hinged Cover Enclosures

- A. Construction: NEMA 250; Type 3, steel, for indoor, NEMA 3R for outdoor installation.
- B. Finish: Dark gray, rust inhibitor.
- C. Covers: Continuous hinge, held closed by hasp and staple for padlock.

2.02 Cabinets

- A. Construction:
 - 1. 14-gauge G-90 grade galvanized steel
 - 2. Drip shield top and seam-free sides, front and back
 - 3. 16-gauge galvanized steel continuous hinge with stainless steel pin
 - 4. Cover fasteners with captive plated steel screws
 - 5. Hasp and staple for padlocking
 - 6. Knockouts in bottom
 - 7. Collar studs with back mounting panel
 - 8. Dark gray epoxy finish.
 - 9. Corrosion inhibitors
 - 10. Electric heater with thermostat where located outdoors
 - 11. Size: Verify size required with equipment to be housed or as noted on drawings.
- B. Manufacturer and Catalog No.: Hoffman Cat. No. scheduled with back panel or approved equal.

2.03 Terminal Blocks and Accessories

- A. Terminal Blocks: ANSI/NEMA ICS 4; UL listed.
- B. Power Terminals: Unit construction type, closed-back type, with tubular pressure screw connectors, rated 600 volts.
- C. Signal and control Terminals: Modular construction type, channel mounted; tubular pressure screw connectors, rated 300 volts.

PART 3 – EXECUTION

3.01 Installation

- A. Install cabinets and enclosures plumb; anchor securely to structural supports at each corner with galvanized bolts, nuts and Belleville washers.
- B. Install trim plumb.

****END OF SECTION****

SECTION 16170

GROUNDING AND BONDING SYSTEMS

PART 1 – GENERAL

1.01 Description

- A. Power system grounding.
- B. Electrical equipment and raceway grounding and bonding.
- C. Building ground grids.

1.02 System Description

- A. Ground the electrical service system neutral at service entrance equipment to grounding electrode.
- B. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground and connectors.

1.03 Submittals

- A. Submit maintenance and grid layout data and shop drawings under provisions of Sections 16010 and 01340.
- B. Indicate location of system grounding electrode connections and routing of grounding electrode conductor.

PART 2 – PRODUCTS

2.01 Materials

- A. Ground Rods: Copper-encased steel, 5/8-inch diameter, minimum length 10 feet.
- B. Ground Electrode Conductor: Size as noted on drawings with THHN-THWN insulation.
- C. Exothermic welds shall be as scheduled on the drawings.

PART 3 – EXECUTION

3.01 Installation

- A. Provide a separate, insulated equipment grounding conductor in branch circuits. Terminate each end on a grounding lug, bus or bushing.

-
- B. Connect grounding electrode conductors to ground electrode by exothermic weld using cable to rod connection.
 - C. Grounding Electrode: Use driven ground rod as shown on plans.
 - D. Use minimum #6 AWG copper conductor for communications service grounding conductor. Leave six feet (3 m) slack conductor at terminal cabinet or backboard.
 - E. Provide grounding and bonding at utility company's metering equipment.
 - F. Refer to drawings for schedule of exothermic connections.

3.02 Field Quality Control

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Measure ground resistance from system neutral connection at service entrance to convenient ground reference point using suitable ground testing equipment. Resistance shall not exceed 5 ohms. Where resistance exceeds 5 ohms, additional ground rods shall be driven. Top of all rods shall be minimum of 2'-0" below finish grade elevation.

****END OF SECTION****

SECTION 16180
EQUIPMENT WIRING SYSTEMS

PART 1 – GENERAL

1.01 Description

Make all final electrical connections to all equipment shown on drawings or required for a complete and operable system.

All final electrical connections shall be made in strict compliance with NPFA-70 National Electrical Code, latest edition.

1.02 Related Sections

- A. Section 16010, General Provisions.
- B. Section 16020, Codes and Standards.
- C. Section 16111, Conduit and Fittings.
- D. Section 16120, Wire and Cable.
- E. Section 16130, Boxes.
- F. Section 16170, Grounding and Bonding Systems.

1.03 Project Record Documents

Submit documents in accordance with provisions of Section 01720.

PART 2 – PRODUCTS

Products are listed under related sections of the specifications.

PART 3 – EXECUTION

3.01 Instructions

- A. Shall be installed in conduit where and as shown on the drawings and in accordance with drawings and specifications.
- B. Power connections shall be as follows:
 - 1. Run all conduits and wiring for all control systems specified on this project.
 - 2. Run circuits from Panel boards to all equipment and make final electrical connections.

****END OF SECTION****

SECTION 16190
SUPPORTING DEVICES

PART 1 – GENERAL

1.01 Description

- A. Conduit and equipment supports.
- B. Fastening hardware.

1.02 Related Work

Refer to Sections 03200, 03250, 03300 and 03600.

1.03 Coordination

Coordinate size, shape and location of concrete pads with details on drawings and manufacturer's recommendations.

1.04 Quality Assurance

Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 – PRODUCTS

2.01 Material

- A. Support Channel: Galvanized.
- B. Hardware: Corrosion-resistant.

PART 3 – EXECUTION

3.01 Installation

- A. Fasten hanger rods, conduit clamps and outlet and junction boxes to structure using stainless steel screws and galvanized bolts, nuts and Bellville washers. Do not use spring steel clips and clamps.
- B. Do not fasten supports to conduit.
- C. Fabricate supports from steel angle and steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with Bellville washers under all nuts.

****END OF SECTION****

SECTION 16195

ELECTRICAL IDENTIFICATION

PART 1 – GENERAL

1.01 Description

- A. Nameplates.
- B. Wire and cable markers.

1.02 Related Work

Section 16010, General Requirements.

1.03 Submittals

- A. Submit shop drawings under provisions of Sections 16010 and 01340.
- B. Include schedule for nameplates.

PART 2 – PRODUCTS

2.01 Materials

- A. Nameplates: Engraved three-layer laminated plastic, white letters on a black background.
- B. Wire and Cable Markers: Cloth markers, split sleeve or tubing type.

PART 3 – EXECUTION

3.01 Installation

- A. Degrease and clean surfaces to receive nameplates.
- B. Install nameplates parallel to equipment lines.
- C. Secure nameplates to equipment fronts and panels using stainless steel screws.

3.02 Wire Identification

Provide wire markers on each conductor in enclosures and at load connection. Identify with branch circuit number for power circuits and with control wire number as indicated on equipment manufacturer's shop drawings for control wiring.

3.03 Nameplate Engraving Schedule

Provide nameplates to identify all electrical distribution and control equipment and loads served. Letter Height: 1/8 inch (3 mm) for individual switches and loads served and 1/4 inch (6 mm) for control equipment panel identification unless noted otherwise.

****END OF SECTION****

SECTION 16402

UNDERGROUND ELECTRICAL SERVICE

PART 1 - GENERAL

1.01 Description

Underground secondary service.

1.02 Related Sections

- A. Section 16010, General Requirements.
- B. Section 16111, Conduit and Fittings.

1.03 System Description

This section defines the method and manner by which the underground service shall be installed.

1.04 Project Record Documents

- A. Submit documents under provisions of Section 16020.
- B. Accurately record all underground electrical service routing, showing dimensions from curbs, buildings, etc.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 Trenching and Backfilling

Refer to Section 16010.

3.02 Laying Conduit

- A. Make bends with sweeps of not less than 48-inch radius or 5° angle couplings.
- B. Make a transition from non-metallic duct to rigid steel conduit ten feet from where duct banks enter structures, other than manholes or turn upward for continuation above grade.
- C. Install a warning ribbon approximately 18-inches below finished grade over all underground conduit carrying cables of 120 volts and higher. The identifying ribbon shall be a polyvinyl chloride tape, 3-inches wide, yellow color, permanently imprinted with "CAUTION BURIED ELECTRIC LINE BELOW" in black letters.

*** * END OF SECTION * ***

SECTION 16461

DRY TYPE TRANSFORMERS

PART 1 - GENERAL

1.01 DESCRIPTION

Dry-type transformers for free-standing floor mounted or wall mounted.

1.02 RELATED WORK SPECIFIED ELSEWHERE

Section 16170 Grounding and Bonding Systems.

1.03 SUBMITTALS

Submit under provisions of Sections 16010 and 01340.

PART 2 - PRODUCTS

2.01 TRANSFORMERS

- A. Requirements for 208Y/120 volts shall be supplied by dry-type transformers furnished and installed where shown on drawings.
- B. Transformer shall be three-phase, connected 480-volt, three-phase Delta on primary side and 208Y/120-volt, three-phase, four-wire, 60 Hz on secondary side, 2-22% taps above and below nominal voltage.
- C. Transformers shall have 115EC. temperature rise above 40EC. ambient. All insulating materials to be in accordance with NEMA ST20 standards for 220EC., UL component recognized insulation system.
- D. Transformer coils shall be of the continuous wire wound construction and shall be impregnated with non-hygroscopic, thermosetting varnish. Each layer shall have end fillers, or tie-downs, to provide maximum mechanical strength. Materials must have a minimum of one year of proven field usage. Accelerated laboratory tests not acceptable in lieu of actual field experience. Insulation system used shall be component recognized by Underwriter's Laboratories. The coils shall also have a final wrap of electrical insulating material to prevent mechanical injury to the wire as well as increasing the electrical breakdown strength. Coils with exposed wire will not be accepted.
- E. Core shall be constructed of high grade, non-aging silicone steel with high magnetic permeability and low hysteresis and eddy current losses. Magnetic flux densities are to be kept well below the saturation point. The core laminations shall be clamped together with structural steel angles. The completed core and coil shall then be bolted to the base of the enclosure but isolated from the base of the enclosure by means of rubber, vibration-

absorbing mounts. There shall be no metal-to-metal contact between the core and coil and the enclosure. On transformers 500 KVA and smaller, the vibration isolating system shall be designed to provide a permanent fastening of the core and coil to the enclosure. Sound isolating systems requiring the completed removal of all fastening devices will not be acceptable.

- F. The entire transformer enclosure shall be degreased, cleaned, phosphatized, primed and finished with a gray, baked enamel.
- G. The core of the transformer shall be visibly grounded to the enclosure by means of flexible grounding conductor sized in accordance with applicable NEMA and NEC standards.
- H. Sound levels shall be guaranteed by the manufacturer not to exceed to the following:
 - 1. 25 to 50 KVA 45 DB
 - 2. 51 to 150 KVA 50 DB
- I. The transformer shall be listed by Underwriters' Laboratory for the specified temperature rise.
- J. Product and Manufacturer: Provide equipment manufactured by one of the following:
 - 1. Square D Company.
 - 2. General Electric Company.
 - 3. Westinghouse Electric Company.
 - 4. Or equal.

PART 3 - EXECUTION

3.01 FREE-STANDING TRANSFORMERS

- A. Mount on floor on minimum of 2-inch vibration neoprene pad.
- B. Electrical connections on each side shall be flexible metal conduit and wiring.

3.02 WALL-MOUNTED TRANSFORMERS

- A. Mount on wall with manufacturers recommended mounting devices.
- B. Electrical connections on each side shall be flexible metal conduit and wiring.

**** END OF SECTION ****

SECTION 16470

LIGHTING AND POWER PANELBOARDS

PART 1 – GENERAL

1.01 Description

Lighting and power panelboards.

1.02 Related Sections

- A. Section 16010, General Provisions.
- B. Section 16170, Grounding and Bonding Systems.
- C. Section 16195, Electrical Identification.

1.03 Submittals

- A. Submit under provisions of Section 01340.
- B. Submit manufacturer's data indicating bussing, enclosure, circuit numbering, sizes, etc.

PART 2 – PRODUCTS

2.01 Panelboards

- A. Shall be dead-front construction with solderless pressure terminals.
- B. Main and neutral busses shall be of capacity scheduled on drawings. Bussing shall be tin-plated, copper-based on maximum current density in accordance with UL Standard 891.
- C. Complete typewritten directory with transparent plastic cover inside of door. All panels shall be identified as they are designated on the drawings by 3/4-inch plastic phenolic sign with 1/4-inch indented letters on front face of panel attached with minimum of two (2) screws.
- D. Trim and door with lock and catch with two (2) keys. Keys shall be common to all panelboards.
- E. Circuit Breakers:
 - 1. Circuit breakers shall be quickmake and quickbreak on manual or automatic operation, with minimum interrupting capacity of 10,000 amps RMS symmetrical.
 - 2. Breakers shall be trip-free. Each breaker shall have trip indication independent of the ON or OFF positions.
 - 3. All breakers shall be UL listed and meet NEMA Standards Publication No. AB1 and

Federal Specification No. WOCO375a and any amendments to the above where applicable.

4. All breakers shall be calibrated for operation in an ambient temperature of 40E C.
5. All two- and three-pole breakers shall be common trip.
6. Automatic operation of the circuit breaker shall be obtained by means of thermal and/or magnetic tripping devices located in each pole. Thermal devices shall provide the time-delay tripping on overloads and the magnetic device shall provide instantaneous tripping on short circuits.
7. All breakers shall be bolt-on type.

PART 3 – EXECUTION

3.01 Installation

- A. Panels shall be securely mounted with through bolts, anchors or other approved means.
- B. Mount all panelboards with top breaker handle not more than 6'-6" above finish floor.
- C. Connect the phase wires of three (and/or four) wire home runs to breakers connected to separate phase busses of the panelboard. Panelboard circuits shall be numbers in sequence vertically and all circuits shall appear in the panel exactly as they are shown on the drawings.
All branch circuit neutral connections shall be identified by adhesive number tags to identify with their branch circuit phase conductors where neutral connections connect to the panel neutral bus.
- D. Neutrals and equipment ground conductors shall not be connected together in any panel beyond service entrance main.
- E. No two ungrounded conductors shall be connected to the same circuit breaker terminal.
- F. There shall be no splicing of conductors in panelboards.
- G. Panelboards shall be as scheduled on the drawings and as manufactured by Square D Company, Type NQOD, or approved equal.

****END OF SECTION****

SECTION 16501

LAMPS

PART 1 - GENERAL

1.01 Description

Lighting fixture lamps.

1.02 Related Sections

- A. Section 16010, General Requirements.
- B. Section 16510, Exterior Lighting System.

1.03 Submittals

- A. Submit under provisions of Section 01340.
- B. Submit manufacturer's data sheets showing manufacturer, wattage, type, lumens and general characteristics of each type lamp.

PART 2 - PRODUCTS

2.01 Drivers For LED Fixtures

- A. Electronic Driver for LED Fixtures: Comply with UL 1310 Class 2 requirements for dry and damp locations. Include the following features unless otherwise indicated:
 - 1. Rated for 50,000 hours of life, unless otherwise noted.
 - 2. Sound Rating: Class A.
 - 3. Total Harmonic Distortion Rating: 15 percent or less.
 - 4. Current Crest Factor: 1.5 or less.
 - 5. 0-10V Dimming Standard (Step Dimming does not qualify)

2.02 LED Fixtures

- A. Except as otherwise indicated, provide LED luminaires, of types and sizes indicated on fixture schedules.
- B. Include the following features unless otherwise indicated:
 - 1. Each Luminaire shall consist of an assembly that utilizes LEDs as the light source. In addition, a complete luminaire shall consist of a housing, LED array, and electronic driver (power supply).
 - 2. Each luminaire shall be rated for a minimum operational life of 50,000 hours utilizing a minimum ambient temperature of (25°C).

-
3. Light Emitting Diodes tested under LM-80 Standards for a minimum of 12,000 hours.
 4. Color Rendering Index (CRI) of 82 at a minimum.
 5. Color temperature 3500 K, unless otherwise indicated.
 6. Rated lumen maintenance at 70% lumen output for 50,000 hours, unless otherwise indicated.
 7. Fixture efficacy of 60 Lumens/Watt, minimum.
 8. 5 year luminaire warranty, minimum.
 9. Photometry must comply with IESNA LM-79.
 10. The individual LEDs shall be constructed such that a catastrophic loss of the failure of one LED will not result in the loss of the entire luminaire.
 11. Luminaire shall be constructed such that LED modules may be replaced or repaired without the replacement of the whole fixture.

C. Technical Requirements

1. Luminaire shall have a minimum efficacy of 60 lumens per watt. The luminaire shall not consume power in the off state.
2. Operation Voltage: The luminaire shall operate from a 50 HZ to 60 HZ AC line over a voltage ranging from 120 VAC to 277 VAC. The fluctuations of line voltage shall have no visible effect on the luminous output.
3. Power Factor: The luminaire shall have a power factor of 0.9 or greater.
4. THD: Total harmonic distortion (current and voltage) induced into an AC power line by a luminaire shall not exceed 15 percent.
5. Operational Performance: The LED circuitry shall prevent visible flicker to the unaided eye over the voltage range specified above.

D. Thermal Management

-
1. The thermal management (of the heat generated by the LEDs) shall be of sufficient capacity to assure proper operation of the luminaire over the expected useful life.
 2. The LED manufacturer's maximum thermal pad temperature for the expected life shall not be exceeded.
 3. Thermal management shall be passive by design. The use of fans or other mechanical devices shall not be allowed.
 4. The luminaire shall have a minimum heat sink surface such that LED manufacturer's maximum junction temperature is not exceeded at maximum rated ambient temperature.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Lighting fixtures: Set level, plumb, and square with ceilings and walls. Install lamps in each fixture.
- B. Comply with NFPA 70 for minimum fixture supports.
- C. Suspended Lighting Fixture Support:
 1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.

END OF SECTION

SECTION 16520

FIELD LIGHTING SYSTEM

PART 1 – GENERAL

1.01 Description

A. Instructions

1. The fields shall be lighted with 1430-watt LED fixtures at top of pole and 575-watt up light at 16 feet above grade on prestressed spun concrete poles.
2. Lighting levels shall be as given below and are average maintained values assuming yearly cleaning of fixtures and a LLF of 8.
Soccer Fields – 30 FC
Levels shall have average to minimum ratios not to exceed 1.3 for the soccer fields.
3. The quantities indicated on the drawings shall be minimum required. If successful manufacturer determines additional fixtures are required to meet criteria, the fixtures will be furnished including all mounting and electrical service necessary.
4. Manufacturer shall supply with shop drawings a complete field layout with aiming diagram and FC plot.
5. Fixtures shall be MUSCO or equal.
6. Manufacturer will supply all drivers and supporting electrical equipment.
 - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral drivers are not allowed.
 - b. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
7. Concrete poles to be round tapered, designed to withstand 125-mph basic wind speed (3-second gust). Pole height to be as required to establish minimum fixture mounting height. Manufacturer to be approved by Engineer. Poles to have manufacturer-furnished wiring hubs and mounting screw holes for equipment shown on the drawings. The poles shall comply with ASTM C 1089 and AASHTO M 288, 2009. Concrete pole supplier shall submit foundation design for approval.
8. After final installation, a footcandle plot shall be made by Contractor using approved meter. This plot to be given to Engineer. After Engineer determines all is ready, a final check shall be made by Engineer to verify all values.
9. Final aiming may be required to be done with Engineer present and may occur at night. Contractor shall include these costs in his bid.
10. All components of the poles, including cross arms and fixtures, shall be rated for 125-mph basic wind speed (3-second gust).
11. Cross arms shall be tubular steel.
12. The lighting control panel shall contain the following items for operation of the field lighting:
 - a. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
 - b. Lighting contactor cabinet(s) constructed of MEMA Type 4 aluminum,

designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.

- c. Dimming: System shall provide for 3-stage dimming (high-medium-low). Dimming will be set via scheduling options (Website, app, phone, fax, email).
- d. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- e. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- f. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

- 1. Cumulative hours: shall be tracked to show the total hours used by the facility.
 - 2. Report hours saved by using early off and push buttons by users.
- g. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
- h. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, March 2, 2021

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2021-88
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the March 2, 2021 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: March 2, 2021

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

The following request for payment is being submitted for approval during the City Council's March 2, 2021 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient: Clearpoint Consulting Engineers, PA
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 303 J.C. Killingsworth Drive
Amount Requested: \$1,200.00
Purpose of Request: Lot survey

Recipient: Lisa Means
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (3/5/21-4/4/21)

Recipient: Carolyn White
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (3/5/21-4/4/21)

CLEARPOINT CONSULTING ENGINEERS, PA
6652 U S Highway 98
Hattiesburg, MS 39402

Invoice

Date	Invoice #
2/18/2021	16338

Bill To
City of Hattiesburg Community Development-Urban Development Department P Box 1898 Hattiesburg, MS 39401

Boundary Survey, 303 JC Killingsworth Dr Hattiesburg, MS
--

Terms	Due Date	Job Number
Due on receipt	2/18/2021	73882006

Type	Date of Service	Professional Services	Hours/Days/LS	Amount
	2/11/2021	Lump Sum Surveying	1	1,200.00

Please include invoice or job number with payment.
Thank you for your business.

Total \$1,200.00

Payments/Credits \$0.00

Balance Due \$1,200.00

Phone #	Fax #
6012612609	(601) 261-5573

RECEIVED
2/19/21



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, March 2, 2021

Re: Approve and execute Down Payment Assistance agreement, Deed of Trust, and authorize manual check for Bridgette Lang in the amount of \$20,000.
File Number: 2021-136
Minute Book #

Summary

Approve and execute Down Payment Assistance agreement, Deed of Trust, and authorize manual check for Bridgette Lang in the amount of \$20,000

Recommendation Statement

I recommend approval of this item

Please place this on the March 2, 2021 City Council meeting for consideration.

**CITY OF HATTIESBURG, MS
HOME PROGRAM
HOMEBUYER WRITTEN AGREEMENT**

NOTICE TO HOMEBUYER: *This Agreement contains a number of requirements you must fulfill in exchange for the federal assistance you are receiving through the HOME Investment Partnerships Program (HOME Program). You should read each paragraph carefully and ask questions regarding any sections you do not fully understand. This agreement is intended to be separately enforceable from, and survive any prepayment of, the deferred as set forth in Section 1 below. You should be sure that you thoroughly understand these documents before you sign them.*

THIS AGREEMENT is made and entered into this **2nd day of March, 2021** by and between The City of Hattiesburg, a political municipality of the State of Mississippi, hereinafter called the “participation jurisdiction” or the “PJ”, and **Bridgette Lang** hereinafter referred to as the “Homebuyer”.

WITNESETH

WHEREAS, the City of Hattiesburg is a Participating Jurisdiction under the **HOME** Investment Partnerships Program (“HOME”) administered by the United States Department of Housing and Urban development (“HUD”); and

WHEREAS, the City of Hattiesburg has the authority to enter into a binding agreement for the expenditures of all or a portion of its HOME funds, program income, and matching funds; and

WHEREAS, the regulations of 24 CFR Part 92, known as the HOME Final Rule (as now in effect and as may be amended from time to time), which are incorporated by reference hereto and made a part hereof and constitutes a part of this Agreement govern the City of Hattiesburg’s implementation of the HOME program; and

WHEREAS, the PJ has determined that the homebuyer meets the eligibility requirements to purchase the single unit dwelling, including form of homeownership, property standards, and income determination for the property located at **302 Park Avenue, Hattiesburg, MS 39401**, the closing on the purchase of which must occur no later than **5/1/2021**; and

NOW, THEREFORE, in accordance with the mutual understanding and agreements set forth herein, the City of Hattiesburg, the PJ and Homebuyer agree as follows:

SECTION 1. Scope of Program

The PJ, by way of a forgivable loan to the Homebuyer, will loan the Homebuyer the sum of **\$20,000.00**, which was provided to the City of Hattiesburg through the HOME Program, to assist the Homebuyer with downpayment, closing costs, and/or a portion of the purchase price of the Property, and therefore representing direct HOME assistance to the Homebuyer.

The Loan will be secured by a Deed of Trust filed against the residence located at **302 Park Avenue, Hattiesburg, MS**. The Deed of Trust will be released upon satisfaction of the loan under the terms set forth therein. This Agreement shall survive any prepayment of the Loan and release of the Deed of Trust

that does not include a transfer of the property and continue for the full Affordability Period, as described in Section 2. This Agreement will expire once the Affordability Period has expired. The loan may remain in place and payable beyond the Affordability Period.

SECTION 2. Affordability Period

The period of affordability for the Property will be **10** years from the date the activity is shown as completed in HUD's Integrated Disbursement and Information System (IDIS), the "Completion Date". During this period (Affordability Period), the Homebuyer must maintain the Property as his/her principal place of residence at all times. The Homebuyer should be aware that the completion date will not occur until sometime after the execution of this agreement.

The PJ will provide a formal Written notice to the Homebuyer of the Completion Date and the resulting expiration date of this Affordability Period and this Agreement. The expiration of this Agreement and the Affordability Period shall be the same, which the PJ shall document in the Homebuyer's file in City records and IDIS.

If the property is voluntarily or involuntarily sold or transferred to another party during the Affordability Period, the liability of the Homebuyer will be limited as set forth in Section 5 below.

SECTION 3. Property Value and Purchase Price Limits

The appraised value of the Property is \$122,000.00 and the purchase price of the Property is \$122,000, which is within the applicable HOME maximum purchase price limit for the City of Hattiesburg. The applicable purchase price limit is **\$200,140.00** for a new construction and **\$140,000.00** for rehabilitation.

SECTION 4. Principal Residence

This Agreement shall remain in force throughout the Affordability Period as long as the Property remains the principal residence of the Homebuyer. Should the Homebuyer cease to maintain the Property as his/her principal residence, rents the residence to another party, or converts the Property to a non-residential use; the Homebuyer will be in breach of this Agreement and will be required to repay the entire HOME investment amount. The entire HOME investment includes any direct HOME assistance to the Homebuyer described herein and includes any additional HOME funds provided by

The City of Hattiesburg including any funds used for acquisition and development of the property and any HOME funds used to pay project-related soft costs.

The total HOME investment is **\$20,000.000**

If the Property is voluntarily or involuntarily sold or transferred to another party during the Affordability Period, the liability of the Homebuyer will be limited as set forth in Section 5 below

SECTION 5. Recapture Agreement

In compliance with 92.254(a) (5), if Homebuyer sells or otherwise voluntarily or involuntarily transfers title to the Property during the affordability period, including transfer as a result of foreclosure, then the

direct HOME assistance to the buyer will be recaptured by the PJ in accordance with the terms of this section, as limited by the amount of available net proceeds. The term net proceeds is defined as the sale price less the balance due on superior mortgages and closing costs. The PJ reserves the right to determine whether the sale price is comparable to the sales price in an arms-length transaction for a similar unit and to evaluate the closing costs charged to the Homebuyer to ensure they are reasonable and customary.

The PJ will use the following calculation to determine the amount to be recaptured, and imposes these requirements in accordance with 24CFR 92.254 (a)(5)(ii)(A)(2), whereby there is a reduction of the amount subject to recapture, prorate,

1. Calculated the number of months that a beneficiary has satisfied the applicable Affordability period.
2. Divide that number by the total number of months of the applicable Affordability Period.
3. The resulting percentage is the proportion of the Affordability Period that has been satisfied.
4. Multiply the total award amount by this resulting percentage.
5. The resulting dollar amount is the portion of the award that reduces any amount subject to recapture.
6. Subtract the resulting dollar amount from the total award amount to determine the amount to be recaptured.
7. The city may only recapture funds if/when there are net proceeds from which an amount can be recaptured.

Example: A Homebuyer received HOME assistance in the amount of \$10,000, with an applicable affordability period of 5 years (60 months). After 20 Months, the beneficiary sells the house. The City will determine the 20 months of the affordability period was satisfied, which is 33.3% of the total period (20/60). Multiplying \$10,000 (total award) by 33.33% (portion satisfied) equals \$3,333. The total award can be reduced by this amount (\$10,000-\$3,333) to arrive at the amount to be recaptured - \$6,667. This \$6,667 is the maximum amount that can be recaptured and is subject to what net proceeds are available at sale. If only \$2,000 in net proceeds is available at sale, only \$2, 000 will be recaptured. If \$20,000 in net proceeds is available at sale, only \$6, 667 will be recaptured.

Further, the City acknowledges the provision of 24 CFR 92.254 (a)(5)(ii) that allows subsequent buyers to assume the remaining Affordability Period should the subsequent buyer be determined income-eligible for HOME purposes. This assumes that the new buyer does not receive any HOME assistance in the acquisition of the unit. Subsequent purchase by a buyer using HOME assistance in the acquisition will result in applicable recapture for the selling party and the establishment of a new affordability period for the new buyer based on the details of their own HOME assistance.

SECTION 6. Use of HOME Funds

The Homebuyer agrees that the Home assistance will be used as gap financing to assist with downpayment, closing costs, and/or the purchase price of the Property. This will reduce the total amount the Homebuyer will be required to borrow from a bank, credit union, or other lender in order to purchase the Property. The amount of HOME assistance will not be final until the PJ has completed all necessary underwriting and subsidy layering requirements.

SECTION 7. Low Income Homebuyer

The Homebuyer attests that the Homebuyer qualifies as a low income individual or household as defined by the HOME Program. "Low-income" is defined as an individual or household whose total income does not exceed 80% of the Area Median Income (AMI) as defined by HUD. The PJ uses the 24 CFR 5.609 and 92.203(b)(1) definition/method for determining income for a HOME-eligible beneficiary.

SECTION 8. Insurance Requirement

The Homebuyer must at all times during the duration of this Agreement maintain a valid and current hazard insurance policy on the Property for the current appraised or assessed value of the Property naming the PJ as an additional loss payee in primary coverage. Failure to maintain a valid and current insurance policy will be considered a breach of this Agreement, and the PJ will have the right to secure insurance for the Property and charge such costs to the Homebuyer or to foreclose on its Mortgage, if necessary, to protect the HOME Program investment. If the property is in a flood zone the homebuyer shall maintain a current and valid flood insurance policy on the property. Evidence of insurance must be provided at closing and annually thereafter.

SECTION 9. Property Maintenance

Homebuyer agrees not to commit waste and to use and maintain the Property in accordance with local zoning, land use, or property maintenance requirements.

SECTION 10. Default and enforcement

In the event the Homebuyer violates any terms of this agreement, including but not limited to the provisions of Section 4, The PJ may enforce the agreement by issuing a Notice of Violation to the Homebuyer. Upon receipt of such a notice, the Homebuyer agrees to remedy the violation within 30 days, or in the case of violation requiring longer cure periods the PJ may allow for a period of up to 90 days to correct the violation. In such cases, the Homebuyer must take action to begin corrections within 30 days. Upon Homebuyer's failure to correct the violation within the allotted period, the PJ may take additional corrective action including suing for specific performance, declaring a default in the Loan and initiating foreclosure proceedings, and seeking any other legal remedies available.

SECTION 11. Role of City of Hattiesburg

As the HOME Participating Jurisdiction, the City of Hattiesburg is ultimately responsible to HUD for compliance with all HOME requirements, including the enforcement of this Agreement and in particular its provision related to Principal Residency and Recapture.

Therefore, Homebuyer specifically acknowledges that information, documents, certifications, warranties, or promises are being made to the City of Hattiesburg and are true and correct and that Homebuyer's financial situation has not changed significantly since the application was made. The Homebuyer acknowledges that any discrepancies or misstatements may result in Homebuyer's disqualification from participation in the PJ's programs and shall be deemed a breach of this Agreement, and Homebuyer will be required to repay the entire HOME investment amount.

Further, Homebuyer specifically acknowledges that the City of Hattiesburg may review, monitor, or seek to confirm the Homebuyer's ongoing compliance with the terms of this Agreement, and the Homebuyer agrees to provide such information as the PJ may reasonably require in the course of such monitoring or reviews, including but not limited to evidence that the Homebuyer is in compliance with Section 4.

City of Hattiesburg may issue Notice of Violation, require corrective action, or seek performance using any and all legal remedies available.

IN WITNESS WHEREOF, the authorized representatives hereto have caused their names to be affixed on the day and year first above written and for the purposes herein expressed.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
MAYOR **DATE**

ATTEST:

By: _____
CITY CLERK **DATE**

I, _____, A Notary Public for said County and State, certify that _____ personally came before me this day and acknowledged that they are official signatories of the City of Hattiesburg and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its City of Hattiesburg Director, sealed with the corporate seal, and attested by herself as its City of Hattiesburg City Clerk.

WITNESS my hand and official seal, this the _____ day of _____ 20____,

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SEAL-STAMP

HOMEBUYER(S)

BY: _____
Print Name _____ Date _____

BY: _____
Print Name _____ Date _____

ATTEST:

MISSISSIPPI, City of Hattiesburg. I, a Notary Public of the County and State aforesaid, certify that _____ and _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 20____. My commission expires: _____.

NOTARY PUBLIC

SEAL-STAMP

DEED OF TRUST

Prepared by:

Nicholas Williams
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1025

Return to:

Nicholas Williams
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1025

Trustee:

Moran M. (Randy) Pope III
Attorney
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 268-9997

Grantee:

Bridgette Lang
302 Park Avenue
Hattiesburg, Mississippi 39401
(601) 434-2636

Grantor:

City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1006

SUBJECT PROPERTY: 302 Park Avenue, Hattiesburg, MS 39401



Community Development
HOME Affordable Housing Project - HOMEBUYER

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this the 2ND day of MARCH 2021, by and between Bridgette Lang, 302 Park Avenue, Hattiesburg, MS, of the first part, herein designated as Grantee, Randy Pope, Trustee, of the second part herein designated as Trustee, and **the City of Hattiesburg, Mississippi**, having an office at City Hall 200 Forrest Street, Hattiesburg, Mississippi of the third part, herein designated as the Beneficiary and Grantor.

GRANTEE is hereby justly indebted unto the Beneficiary in the sum of Twenty - thousand dollars (\$20,000.00), bearing interest at the rate of **0% per annum**, after maturity, providing for attorney's fees in case of default, and due and payable **ten (10) years** after date, or upon the occurrence of any of the following circumstances, whichever shall first occur:

- A. The sale, transfer or other disposition of the property described herein below, whether voluntary or involuntary; or
- B. The vacation of the premises or abandonment of the property by all of the Grantors, or
- C. The failure by the Grantor to comply with any of the provisions agreed to under related regulations, agreements, Program guidelines, etc.

WHEREAS, GRANTEE has met the City of Hattiesburg's affordability period of **ten (10) years** as agreed upon, the grant and this debt will automatically cancel without payment on its maturity date; and,

WHEREAS, IN THE EVENT the GRANTEE rents the home, or fails to keep the home as their primary residence, or is foreclosed upon by any mortgage holder during the ten (10) year affordability period the City of Hattiesburg will be forced to foreclose on the entire loan amount less any amount forgiven based on a prorated portion of the affordability period fulfilled.

WHEREAS, Grantor desires to secure the payment of said indebtedness or any renewals thereof, as the same falls due and the faithful performance of all the other terms and conditions hereafter set out.

NOW THEREFORE, in consideration of the above, Grantee does convey and warrant unto **Randy Pope, Trustee**, the following described property in the City of Hattiesburg, Mississippi to wit:

Legal Description: Lot 22 and South 40 feet of Lot 23 and part of vacated alley lying and being adjacent to the West boundary thereof in Block 2 of the M.J. Eply Addition or Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the

Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

THIS CONVEYANCE is made in trust however, to secure the payment of the above-mentioned note or any renewals thereof at maturity; and if this note is paid and all of the other items, covenants and conditions contained herein or in the note secured hereby are duly and faithfully observed, then this instrument shall be and become null and void.

IN THE EVENT OF FAILURE of the Grantee to pay said note, or any installment thereof, as the same falls due or to perform faithfully all the other terms, covenants and conditions as hereinafter set out, then the entire unpaid balance of said note and the interest accrued thereon shall immediately become due and payable for all purposes, whether or not due according to the maturity date or dates thereof; and all other indebtedness, the payment of which is secured hereby, shall likewise become due and payable; and at the request of the Beneficiary herein, or of the owner and holder of said note, the Trustee herein or his successor shall sell above described property and all improvements thereon at public auction for cash to the highest and best bidder, during legal hours, at any front door of the County Courthouse of Forrest County, State of Mississippi after giving notice of the time, place and terms of such sale as require by Section 89-1-55, Mississippi Code of 1972 and amendments thereto, if any, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Deed of Trust, including reasonable fees as therein provided, and the owner and holder of the above described note, the payment of which is secured hereby, and the remainder of such proceeds shall then be paid to the Grantee. At any such sale, the Beneficiary, or the owner or holder of the above-described note, shall have the same right to purchase at said sale as if a stranger to this instrument.

IN THE EVENT the property shall be found to be in violation of any City of Hattiesburg, State of Mississippi, municipal code provision(s) during the lien period, and the GRANTEE shall have failed to cure said violation(s) within thirty (30) days after having received written notice of said violation(s), the undersigned shall be deemed to be in default of the terms of Deed of Trust, thereby entitling the City of Hattiesburg to exercise and enforce any rights and remedies provided for in this Deed of Trust or in the applicable Community Development Division Program guidelines, or any combination thereof. This Deed of Trust shall remain a lien against the subject collateral property for so long as the property remains in violation of municipal code provision, notwithstanding any maturity date stated herein to the contrary.

THE GRANTEE WILL continuously maintain hazard insurance on all buildings, other structures and improvements including equipment, now existing or which may hereafter be erected or installed on the above described property of such type or types and in such amount as the Beneficiary may, from time to time, require. Unless otherwise required by the Beneficiary all such insurance shall be affected by Standard Fire and Extended Coverage policies in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewal thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. All policies and attachments thereto shall be delivered promptly to the Beneficiary unless they are required to be delivered to the holder of a lien of a deed of trust or similar instrument to which this Deed of Trust is expressly subject, in which latter event, certificates thereof, satisfactory to the Beneficiary, shall be delivered promptly to the Beneficiary. In the event of loss, the Grantee will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantee, and each insurance Company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantee and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantee in and to any insurance policies then in force shall pass to the purchaser or beneficiary.

IN THE EVENT GRANTEE fails to pay all taxes or other liens on said property before the same becomes delinquent or to maintain insurance on the improvements thereon as herein stipulated, then the entire indebtedness secured hereby shall immediately become due and payable for all purposes and the Trustee herein shall, at the request of the Beneficiary, or the owner and holder of said note, proceed to advertise for sale and sell the above described property as provided in the event of default in payment of said note.

THE BENEFICIARY, or any subsequent holder of the note secured hereby is authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing duly signed and acknowledged and recorded in county thereof wherein the above described property is located and such appointee shall have full power as Trustee herein, together with all of the rights and privileges thereunto belonging. If the holder of the note is a corporation, any officer thereof may select and appoint a substituted Trustee, issue a declaration of default to the Trustee, and request sale by the Trustee hereunder. No one exercise of this power of appointment, owner of sale, or any other power or right given in this deed of trust shall exhaust the right to exercise such power but all rights and powers herein given may be secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the trust herein given, the Beneficiary or any person in interest may become the purchaser, and upon payment of the purchase price, the Trustee shall execute a Deed of Conveyance, which conveyance shall vest the title of the Trustee in such purchaser upon payment of the purchase price.

THE INDEBTEDNESS secured by this Deed of Trust may not be assumed by any person, firm or corporation, and the Grantee has acknowledged by separate agreement the particular circumstances under which this loan was made to him and the reasons for the absolute prohibitions against assumption thereof.

IN WITNESS WHEREOF, the Grantee(s) have hereunto set _____ [his/her/their] hand(s) the day and year hereinabove first written.

Homebuyer's Signature

Spouse or Co-Homebuyer's Signature (if applicable)

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

Personally appeared before me, the undersigned authority in and for the state aforesaid _____, **personally known to me or proven to me by sufficient photo identification,** **of, Hattiesburg, MS, Grantee,** who acknowledge before me that **he/she** signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and seal this ____ day of _____, 20__.

My Commission Expires

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 2, 2021

Re: Approve claims docket for the period ending February 28, 2021.
File Number: 2021-154
Minute Book #

Summary

Approve claims docket for the period ending February 28, 2021.

Recommendation Statement

Please place this on the March 2, 2021 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001000				BALANCE SHEET			
001000	060100			GAS/LUBRICANT-CITY BARN			
	003497 MAPLES GAS COMPANY	1713	220593	2021 5 INV P	10,348.20	022821	281405 GAS FOR FUEL STATIO
	INVOICE: 198024			FULL DESC: GAS FOR FUEL STATION PUBLIC WORKS			
	003918 PINE BELT OIL COMPAN	1697	220594	2021 5 INV P	7,536.58	022821	281427 DIESEL FOR FUEL STA
	INVOICE: 10733257			FULL DESC: DIESEL FOR FUEL STATION PUBLIC WORKS			
				ACCOUNT TOTAL	17,884.78		
001000	122000			DAMAGE DEPOSITS			
	047199 THE SPECTRUM CENTER	1843	0	2021 5 INV P	100.00	022821	281458 DAMAGE DEP REF TRAI
	INVOICE:			FULL DESC: DAMAGE DEP REF TRAIN DEPOT 1/23/21			
				ACCOUNT TOTAL	100.00		
				ORG 001000 TOTAL	17,984.78		
001001				REVENUES			
001001	287000			POLICE/FIRE-SPECIAL DUTY			
	003980 PROTECTION AGENCY &	1841	0	2021 5 INV P	95.00	022821	281431 SECURITY FEE TRAIN
	INVOICE: 1083			FULL DESC: SECURITY FEE TRAIN DEPOT 2/6/21			
				ACCOUNT TOTAL	95.00		
001001	332000			POLICE FINES			
	003426 LINEBARGER GOGGAN BL	1653	0	2021 5 INV P	65.63	022821	281400 12/31/21 POLICE FIN
	INVOICE: 1653			FULL DESC: 12/31/21 POLICE FINES COLLEC FEE			
	003426 LINEBARGER GOGGAN BL	1654	0	2021 5 INV P	217.97	022821	281400 1/29/21 POLICE FINE
	INVOICE: 1654			FULL DESC: 1/29/21 POLICE FINES COLLECTION FEE			
	003426 LINEBARGER GOGGAN BL	1959	0	2021 5 INV P	407.63	022821	281400 REMIT COLLECTION FE
	INVOICE:			FULL DESC: REMIT COLLECTION FEES 1/15/21			
					691.23		
				ACCOUNT TOTAL	691.23		
				ORG 001001 TOTAL	786.23		
001003				CITY COUNCIL			
001003	501000			OTHER EXPENDABLE OFF.SPL			
	003809 OFFICE DEPOT INC	1944	220163	2021 5 INV P	69.81	022821	281421 COUNCIL OFFICE - OF
	INVOICE: 150741280001			FULL DESC: COUNCIL OFFICE - OFFICE SUPPLIES			
	004327 STANDARD OFFICE SUPP	1940	204523	2021 5 INV P	34.50	022821	281455 CITY SEAL STAMP - C
	INVOICE:			FULL DESC: CITY SEAL STAMP - COUNCIL OFFICE			
				ACCOUNT TOTAL	104.31		
001003	601000			AUDITING AND ACCOUNTING			
	004442 TMH	2002	0	2021 5 INV P	44,500.00	022821	281460 INTERIM BILL FY 202
	INVOICE: 213649			FULL DESC: INTERIM BILL FY 2020 AUDIT			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL					44,500.00			
001003	606000				TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	1685		0	2021 5 INV P	291.38	022821	281323 VAR.DEPTS/MB2016-28
	INVOICE:				FULL DESC: VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021			
ACCOUNT TOTAL					291.38			
001003	641000				OFFICE EQUIPMENT RENT			
004057	RJ YOUNG COMPANY	1900		0	2021 5 INV P	97.06	022821	281438 COUNCIL CLERKS OFFI
	INVOICE:				FULL DESC: COUNCIL CLERKS OFFICE COPIER RENTAL JANUARY 2021			
004057	RJ YOUNG COMPANY	1977		0	2021 5 INV P	90.23	022821	281439 COUNCIL OFFICE - CO
	INVOICE:				FULL DESC: COUNCIL OFFICE - COPIER RENTAL FOR NOVEMBER 2020			
					187.29			
ACCOUNT TOTAL					187.29			
ORG 001003 TOTAL					45,082.98			
CITY COURT								
001015					CLEANING/JANITORIAL SPLY			
001015	510000			0	2021 5 INV P	684.43	022821	281317 JANITORIAL SERVICES
002136	ANOINTED HANDS SERVI	1992			FULL DESC: JANITORIAL SERVICES MB# 2020-95			
	INVOICE: 6840							
ACCOUNT TOTAL					684.43			
001015	559100				OTHER OPER.MATLS-FULL R			
002564	COURT PROGRAMS INC	1995		0	2021 5 INV P	515.00	022821	281351 MONTHLY DRUG TESTIN
	INVOICE: 3353793				FULL DESC: MONTHLY DRUG TESTING BHC GR# 1H79TI081923-01			
004327	STANDARD OFFICE SUPP	1897		199264	2021 5 INV P	269.00	022821	281455 BHC 2 PART PAPER GR
	INVOICE:				FULL DESC: BHC 2 PART PAPER GRANT# 1H79TU081923-01 PO 199264			
ACCOUNT TOTAL					784.00			
001015	604900				OTHER PROFESSIONAL SERV.			
002564	COURT PROGRAMS INC	1982		0	2021 5 INV P	4,070.00	022821	281351 MONTHLY ANKLE MONIT
	INVOICE: 77				FULL DESC: MONTHLY ANKLE MONITORING MB# 2011-1-82-83			
003940	POLK-PAYTON, GAY ATT	1984		0	2021 5 INV P	4,531.25	022821	281429 PROTEM JUDGE HOURS
	INVOICE: 17				FULL DESC: PROTEM JUDGE HOURS JAN.15-FEB.18,2021			
ACCOUNT TOTAL					8,601.25			
001015	604901				OTHER PROF-TECHNOLOGY			
004050	RICOH CORP	1986		0	2021 5 INV P	287.51	022821	281435 MONTHLY COPIER RENT
	INVOICE: 34674435				FULL DESC: MONTHLY COPIER RENTAL MB# 218-183-184			
004050	RICOH CORP	1987		0	2021 5 INV P	185.02	022821	281435 PRINTING OVERAGES M
	INVOICE: 5061324685				FULL DESC: PRINTING OVERAGES MB# 2018-183-184			
004050	RICOH CORP	2013		0	2021 5 INV P	287.51	022821	281436 MONTHLY COPIER RENT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE: 34420984		004050 RICOH CORP		2014	FULL DESC:	MONTHLY COPIER RENTAL MB# 2018-183-184 COURT			
						0 2021 5 INV P	14.38 022821	281436	RICOH PAYMENT MB#20
INVOICE: 34646322		004050 RICOH CORP		2018	FULL DESC:	RICOH PAYMENT MB#2018-183-184 COURT			
						0 2021 5 INV P	287.51 022821	281436	COPIER RENTAL RICO
INVOICE: 33887077		004050 RICOH CORP		2020	FULL DESC:	COPIER RENTAL RICOH MB # 2018-183-184 COURT			
						0 2021 5 INV P	287.51 022821	281436	RICOH MONTHLY COPIE
INVOICE: 33478927					FULL DESC:	RICOH MONTHLY COPIER RENTAL MB# 2018-183-184 COURT			
							1,349.44		
					ACCOUNT TOTAL		1,349.44		
001015 606000						TELEPHONE AND TELEGRAPH			
002160 AT&T MOBILITY				1685		0 2021 5 INV P	395.48 022821	281323	VAR.DEPTS/MB2016-28
INVOICE:					FULL DESC:	VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021			
					ACCOUNT TOTAL		395.48		
001015 611800						TRVL-HHS SAMHSA GRANT			
003751 NATIONAL ASSOC OF DR 1901						0 2021 5 INV P	120.00 022821	281415	YEARLY MEMBERSHIP F
INVOICE:					FULL DESC:	YEARLY MEMBERSHIP FEE FOR 2020 GR# 1H79TI081923-01			
					ACCOUNT TOTAL		120.00		
001015 620000						PRINTING			
004050 RICOH CORP				2015		0 2021 5 INV P	119.48 022821	281436	RICOH PRINTING OVER
INVOICE: 5060709476					FULL DESC:	RICOH PRINTING OVERAGES MB# 2018-183-184 COURT			
004050 RICOH CORP				2017		0 2021 5 INV P	286.16 022821	281436	RICOH PRINTING OVER
INVOICE: 5060312101					FULL DESC:	RICOH PRINTING OVERAGES MB# 2018-183-184 COURT			
004050 RICOH CORP				2019		0 2021 5 INV P	85.62 022821	281436	RICOH PRINTING OVER
INVOICE: 5059685304					FULL DESC:	RICOH PRINTING OVERAGES MB# 2018-183-184 COURT			
							491.26		
					ACCOUNT TOTAL		491.26		
					ORG 001015 TOTAL		12,425.86		
001020						MAYOR/ADMIN.			
001020 501000						OTHER EXPENDABLE OFF.SPL			
004327 STANDARD OFFICE SUPP 1790						201810 2021 5 INV P	241.41 022821	281455	ADMIN - OFC SUPPLIE
INVOICE:					FULL DESC:	ADMIN - OFC SUPPLIES, MARKERS, ETC.			
004327 STANDARD OFFICE SUPP 1792						0 2021 5 INV P	57.30 022821	281455	ADMIN - BINDERS
INVOICE:					FULL DESC:	ADMIN - BINDERS			
004327 STANDARD OFFICE SUPP 1793						202517 2021 5 INV P	349.93 022821	281455	ADMIN - COPY PAPER
INVOICE:					FULL DESC:	ADMIN - COPY PAPER			
004327 STANDARD OFFICE SUPP 1794						202909 2021 5 INV P	240.00 022821	281455	ADMIN - PROCLAMATIO
INVOICE:					FULL DESC:	ADMIN - PROCLAMATION PAPER AND COVERS			
							888.64		
					ACCOUNT TOTAL		888.64		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001020	507000				BOOKS			
	003414	LEXISNEXIS MATTHEW B	1766	0	2021 5 INV P	43.08	022821	281398 ADMIN - MS CODE ANN
	INVOICE:	23208848		FULL DESC:	ADMIN - MS CODE ANNO 2000 FORMS 2020 SUPPLEMENT			
					ACCOUNT TOTAL	43.08		
001020	570000				MTR VEHICLE REP. PTS/SPL			
	002035	AAMCO TRANSMISSION (	2123	220761	2021 5 INV P	661.82	022821	281307 ADM/UNIT #19449 MAI
	INVOICE:			FULL DESC:	ADM/UNIT #19449 MAINTANCE FOR MAYOR			
					ACCOUNT TOTAL	661.82		
001020	606000				TELEPHONE AND TELEGRAPH			
	002160	AT&T MOBILITY	1685	0	2021 5 INV P	229.17	022821	281323 VAR.DEPTS/MB2016-28
	INVOICE:			FULL DESC:	VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021			
					ACCOUNT TOTAL	229.17		
001020	615000				ADVERTISING			
	003039	HATTIESBURG PUBLISHI	1640	0	2021 5 INV P	1,399.00	022821	281381 HERE'S HATTIESBURG
	INVOICE:	97369		FULL DESC:	HERE'S HATTIESBURG FULL PAGE AD/ADM			
	004205	SIGNS FIRST	1639	0	2021 5 INV P	221.25	022821	281445 BANNER FOR CE ROY C
	INVOICE:			FULL DESC:	BANNER FOR CE ROY COMMUNITY CENTER/ADM			
	047211	DP TRADING	1953	0	2021 5 INV P	293.50	022821	281356 ADMIN - SERVICE PIN
	INVOICE:	221031		FULL DESC:	ADMIN - SERVICE PINS			
					ACCOUNT TOTAL	1,913.75		
					ORG 001020 TOTAL	3,736.46		
001040					MUNICIPAL CLERK			
	001040	641000			OFFICE EQUIPMENT RENT			
	004057	RJ YOUNG COMPANY	1718	0	2021 5 INV P	204.00	022821	281438 COPIER LEASE FOR CL
	INVOICE:			FULL DESC:	COPIER LEASE FOR CLERK DEPT 2ND FLR MB 2018-196			
					ACCOUNT TOTAL	204.00		
					ORG 001040 TOTAL	204.00		
001042					ACCOUNTING DIV.			
	001042	613000			MESSENGER/EXPRESS SERV.			
	002798	FEDERAL EXPRESS	2127	0	2021 5 INV P	34.33	022821	281370 FED EX DS PAYMENT
	INVOICE:			FULL DESC:	FED EX DS PAYMENT			
					ACCOUNT TOTAL	34.33		
					ORG 001042 TOTAL	34.33		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001045				PURCHASING DIV.			
001045	636500			OFFICE EQUIPMENT R&M			
	002406 CANON FINANCIAL SERV	1842	0	2021 5 INV P	161.86	022821	281336 MB2018-145/PURCHASI
	INVOICE: 26202183			FULL DESC: MB2018-145/PURCHASING COPIER & METER USAGE			
				ACCOUNT TOTAL	161.86		
				ORG 001045 TOTAL	161.86		
001081				LOSS CONTROL			
001081	606000			TELEPHONE AND TELEGRAPH			
	002160 AT&T MOBILITY	1685	0	2021 5 INV P	96.87	022821	281323 VAR.DEPTS/MB2016-28
	INVOICE:			FULL DESC: VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021			
				ACCOUNT TOTAL	96.87		
				ORG 001081 TOTAL	96.87		
001090				URBAN DEVELOPMT			
001090	501000			OTHER EXPENDABLE OFF.SPL			
	003809 OFFICE DEPOT INC	1728	220344	2021 5 INV P	16.91	022821	281421 PRINTER INK - PLANN
	INVOICE: 154328441001			FULL DESC: PRINTER INK - PLANNING DIVISION			
	003809 OFFICE DEPOT INC	1729	220344	2021 5 INV P	62.34	022821	281421 PRINTER INK - PLANN
	INVOICE: 154326848001			FULL DESC: PRINTER INK - PLANNING DIVISION			
					79.25		
				ACCOUNT TOTAL	79.25		
001090	508000			COMPUTER SUPPLIES			
	002534 COMPUTER MAX	1879	204291	2021 5 INV P	80.00	022821	281349 LAP TOP REPAIR - HO
	INVOICE: 13353			FULL DESC: LAP TOP REPAIR - HOMELESS COORDINATOR			
				ACCOUNT TOTAL	80.00		
001090	511100			SUPPLIES - COVID 19			
	003810 OFFICE PRODUCTS PLUS	1980	220585	2021 5 INV P	93.36	022821	281422 COVID DISINFECTING
	INVOICE:			FULL DESC: COVID DISINFECTING SPRAY - URBDEV, BUILD, COMM DEV			
				ACCOUNT TOTAL	93.36		
001090	570000			MTR VEHICLE REP. PTS/SPL			
	003421 LIL TIRE SHOPPE (BR	1876	220477	2021 5 INV P	432.76	022821	281399 TIRES, UNIT 17789 -
	INVOICE: 1105086			FULL DESC: TIRES, UNIT 17789 - PLANNING DIVISION			
				ACCOUNT TOTAL	432.76		
001090	606000			TELEPHONE AND TELEGRAPH			
	002160 AT&T MOBILITY	1685	0	2021 5 INV P	250.56	022821	281323 VAR.DEPTS/MB2016-28
	INVOICE:			FULL DESC: VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL	250.56		
001090 638400				MOTOR VEHICLE EQ. R&M			
003421 LIL TIRE SHOPPE (BR 1876				220477 2021 5 INV P	52.50 022821		281399 TIRES, UNIT 17789 -
INVOICE: 1105086			FULL DESC:	TIRES, UNIT 17789 - PLANNING DIVISION			
				ACCOUNT TOTAL	52.50		
001090 641000				OFFICE EQUIPMENT RENT			
004050 RICOH CORP		1968		0 2021 5 INV P	232.90 022821		281436 COPIER FEE, MAR 202
INVOICE: 34674707			FULL DESC:	COPIER FEE, MAR 2021 MB:2019-249-250 - PLANNING			
				ACCOUNT TOTAL	232.90		
				ORG 001090 TOTAL	1,221.33		
001091				INFO TECHNOLOGY			
001091 604900				OTHER PROFESSIONAL SERV.			
002905 GILLILANDS ELECTRONI 1996				0 2021 5 INV P	99.95 022821		281374 8-PORT POE SWITCH -
INVOICE: 4472			FULL DESC:	8-PORT POE SWITCH - IT DEPT			
004050 RICOH CORP		1989		0 2021 5 INV P	2,295.00 022821		281435 MAILPREPARER SUBSCR
INVOICE: 1086390942			FULL DESC:	MAILPREPARER SUBSCRIPTION - IT DEPT			
004482 TYLER TECHNOLOGIES IN 1663				0 2021 5 INV P	4,200.00 022821		281465 MUNIS IMPLEMENTATIO
INVOICE:			FULL DESC:	MUNIS IMPLEMENTATION - MB 2020-29 - IT DEPT			
004482 TYLER TECHNOLOGIES IN 1664				0 2021 5 INV P	1,400.00 022821		281465 MUNIS IMPLEMENTATIO
INVOICE:			FULL DESC:	MUNIS IMPLEMENTATION - MB 2020-29 - IT DEPT			
004482 TYLER TECHNOLOGIES IN 1993				0 2021 5 INV P	3,650.00 022821		281465 MUNIS IMPL - MB: 20
INVOICE:			FULL DESC:	MUNIS IMPL - MB: 2020-29 - IT DEPT			
					9,250.00		
				ACCOUNT TOTAL	11,644.95		
001091 606000				TELEPHONE AND TELEGRAPH			
002160 AT&T MOBILITY		1685		0 2021 5 INV P	160.51 022821		281323 VAR.DEPTS/MB2016-28
INVOICE:			FULL DESC:	VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021			
				ACCOUNT TOTAL	160.51		
001091 606800				NETWORK			
002384 C SPIRE (MEGAGATE) 1997				0 2021 5 INV P	16,251.28 022821		281334 NETWORK/INTERET - M
INVOICE: 1608135			FULL DESC:	NETWORK/INTERET - MB: 2012-1,412-413 - IT DEPT			
002384 C SPIRE (MEGAGATE) 1998				0 2021 5 INV P	883.49 022821		281334 NETWORK/INTERET - M
INVOICE: 1611054			FULL DESC:	NETWORK/INTERET - MB: 2012-1,412-413 - IT DEPT			
					17,134.77		
				ACCOUNT TOTAL	17,134.77		
001091 636500				OFFICE EQUIPMENT R&M			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
003342 KRONOS INCORPORATED	1991		0	2021 5 INV P	9,964.78	022821	281391 PAYROLL SOFTWARE -
INVOICE: 11718354			FULL DESC:	PAYROLL SOFTWARE - MB: 2019-210,2019-266 - IT DEPT			
				ACCOUNT TOTAL	9,964.78		
				ORG 001091 TOTAL	38,905.01		
001092				GEN.GOV'T.BLDG			
001092 560500				ELECTRICAL SUPPLIES			
004256 SOLAR SUPPLY INC	1732		220368	2021 5 INV P	38.59	022821	281448 MATERIAL FOR AC UNI
INVOICE: 3437252			FULL DESC:	MATERIAL FOR AC UNIT @ CITY HALL			
				ACCOUNT TOTAL	38.59		
001092 604900				OTHER PROFESSIONAL SERV.			
002169 AUTOMOTIVE GLASS SPE 2010			204568	2021 5 INV P	520.00	022821	281325 ADMIN - 1410 W PINE
INVOICE: 241147			FULL DESC:	ADMIN - 1410 W PINE GLASS DOOR REPLACEMENT			
002523 COMCAST CABLEVISION	1756		0	2021 5 INV P	303.19	022821	281347 CITY HALL CABLE SER
INVOICE:			FULL DESC:	CITY HALL CABLE SERVICE 2/15/21 TO 3/14/21			
				ACCOUNT TOTAL	823.19		
001092 630000				GAS			
004321 SPIRE ENERGY	1949		0	2021 5 INV P	20.00	022821	281454 SPIRE GAS VARIOUS D
INVOICE:			FULL DESC:	SPIRE GAS VARIOUS DEPTS 1/5/21-2/4/21			
				ACCOUNT TOTAL	20.00		
001092 630500				ELECTRICITY			
003700 MS POWER COMPANY	1920		0	2021 5 INV P	1,544.05	022821	281413 MS POWER 12/28/20-1
INVOICE:			FULL DESC:	MS POWER 12/28/20-1/27/21			
003700 MS POWER COMPANY	1927		0	2021 5 INV P	376.29	022821	281413 MS POWER 1/12/21-2/
INVOICE:			FULL DESC:	MS POWER 1/12/21-2/10/21 VARIOUS DEPTS			
					1,920.34		
				ACCOUNT TOTAL	1,920.34		
				ORG 001092 TOTAL	2,802.12		
001094				METRPLTN PLANG.			
001094 602000				CONSULTANT SERV/SURVEYS			
002698 E S R I (ENVIR SYS R 2047			0	2021 5 INV P	35,000.00	022821	281357 MB 2019-9 ENTERPRIS
INVOICE:			FULL DESC:	MB 2019-9 ENTERPRISE LICENSE FEE-GIS-ENG			
				ACCOUNT TOTAL	35,000.00		
001094 604900				OTHER PROFESSIONAL SERV.			
002097 ALTA LANGUAGE SERVIC 2012			220705	2021 5 INV P	85.00	022821	281315 TITLE VI FORM TRAN
INVOICE:			FULL DESC:	TITLE VI FORM TRANSLATION - MPO DIVISION			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
002160	AT&T MOBILITY	1685		0	2021 5 INV P	37.23 022821		
	INVOICE:						281323	VAR.DEPTS/MB2016-28
			FULL DESC:		VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021			
					ACCOUNT TOTAL	122.23		
001094	636500				OFFICE EQUIPMENT R&M			
004057	RJ YOUNG COMPANY	1881		0	2021 5 INV P	175.00 022821		281439 COPIER FEE, 1/5-2/4
	INVOICE:		FULL DESC:		COPIER FEE, 1/5-2/4/21 MB:2020-235 - MPO DIV			
004057	RJ YOUNG COMPANY	1967		0	2021 5 INV P	144.22 022821		281439 GIS PLOTTER FEE, 11
	INVOICE:		FULL DESC:		GIS PLOTTER FEE, 11/17-12/16/20 MB:2017-112 - MPO			
						319.22		
					ACCOUNT TOTAL	319.22		
001094	684000				DUES AND MEMBERSHIPS			
002156	ASSN OF METROPOLITAN	1969		0	2021 5 INV P	241.08 022821		281319 AMPO MEMBERSHIP, 1/
	INVOICE: 2022067		FULL DESC:		AMPO MEMBERSHIP, 1/1-6/30/21 A. ESTERS - MPO DIV			
					ACCOUNT TOTAL	241.08		
					ORG 001094 TOTAL	35,682.53		
001095					G/G INS.OTH SER			
001095	602701				MEDICAL ANALYSIS-EMP CLINIC			
002522	COMCAST	1810		0	2021 5 INV P	185.67 022821		281346 CABLE SVC-EMPL CLIN
	INVOICE: 12621		FULL DESC:		CABLE SVC-EMPL CLINIC			
					ACCOUNT TOTAL	185.67		
001095	606000				TELEPHONE AND TELEGRAPH			
002158	AT&T	2102		0	2021 5 INV P	286.50 022821		281320 BLUE LIGHTS ON TRAC
	INVOICE:		FULL DESC:		BLUE LIGHTS ON TRACE LONG DISTANCE			
002158	AT&T	2104		0	2021 5 INV P	499.28 022821		281320 BLUE LIGHTS ON TRAC
	INVOICE:		FULL DESC:		BLUE LIGHTS ON TRACE MONTHLY CHARGES			
						785.78		
					ACCOUNT TOTAL	785.78		
					ORG 001095 TOTAL	971.45		
001100					POLICE/PUB.SFTY			
001100	500300				PAPER			
002527	COMMERCIAL STATIONER	1752		220043	2021 5 INV P	157.50 022821		281348 ENVELOPES-HPD
	INVOICE:		FULL DESC:		ENVELOPES-HPD			
					ACCOUNT TOTAL	157.50		
001100	505000				SUBSCRIPTIONS,MAGS,MAPS			
047101	MOTOROLA SOLUTIONS	1981		0	2021 5 INV P	4,059.60 022821		281412 COMMANDCENTRAL ANAL
	INVOICE: 8230284672		FULL DESC:		COMMANDCENTRAL ANALYTICS SUBSCRIPTION 5.20-4/21-HP			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL					4,059.60			
001100	510000			CLEANING/JANITORIAL SPLY				
003772	NEWELL PAPER COMPANY	1649	220437	2021 5 INV P	1,687.62	022821		281417 CLEANING SUPPLIES-H
INVOICE: 4101495			FULL DESC: CLEANING SUPPLIES-HPD					
ACCOUNT TOTAL					1,687.62			
001100	511200			SUPPLIES-DOJ CORONA VIR				
002280	BOB BARKER COMPANY,	1651	220364	2021 5 INV P	1,996.00	022821		281327 FACE MASK/DOJ GRANT
INVOICE:			FULL DESC: FACE MASK/DOJ GRANT-HPD					
ACCOUNT TOTAL					1,996.00			
001100	515000			FEED FOR ANIMALS				
003106	HOLLAND VETERINARY H	1916	220444	2021 5 INV P	593.20	022821		281383 K9 FOOD HPD
INVOICE: 43787			FULL DESC: K9 FOOD HPD					
ACCOUNT TOTAL					593.20			
001100	535000			UNIFORMS, BADGES, ETC.				
003588	MID SOUTH UNIFORM &	1616	203087	2021 5 INV P	2,999.50	022821		281410 TROUSERS FOR STOCK
INVOICE: 613746			FULL DESC: TROUSERS FOR STOCK HPD					
ACCOUNT TOTAL					2,999.50			
001100	535500			WEARING APPAREL				
002769	EXPRESS PRESS	1652	204093	2021 5 INV P	547.20	022821		281366 LONG SLEEVE POLO FO
INVOICE: 43495			FULL DESC: LONG SLEEVE POLO FOR ADMIN & RANK-HPD					
047040	BOOT COUNTRY	1642	204202	2021 5 INV P	609.86	022821		281328 HPD CLOTHING - SHOP
INVOICE: 10000019664			FULL DESC: HPD CLOTHING - SHOP EMPLOYEES					
ACCOUNT TOTAL					1,157.06			
001100	546000			MINOR EQUIPMENT				
004593	WATCH GUARD VIDEO	1650	202836	2021 5 INV P	480.00	022821		281477 HPD- VISTA REPAIRS
INVOICE:			FULL DESC: HPD- VISTA REPAIRS					
ACCOUNT TOTAL					480.00			
001100	559000			OTHER OPERATING MATL/SPLY				
002381	C A L E A INC	1630	0	2021 5 INV P	4,670.00	022821		281333 ANNUAL CONTINUATION
INVOICE:			FULL DESC: ANNUAL CONTINUATION FEE-HPD					
ACCOUNT TOTAL					4,670.00			
001100	570000			MTR VEHICLE REP. PTS/SPL				
002060	ADVANCE AUTO PARTS	1643	220520	2021 5 INV P	65.43	022821		281309 REPAIR PARTS FOR UN
INVOICE: 5604104276348			FULL DESC: REPAIR PARTS FOR UNIT#17354-HPD					
002060	ADVANCE AUTO PARTS	1644	220635	2021 5 INV P	428.79	022821		281309 REPAIR PARTS FOR VA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE: 5604104276362		002060 ADVANCE AUTO PARTS	1645	FULL DESC:	REPAIR PARTS FOR VARIOUS UNITS-HPD			
INVOICE: 5604104276361		002060 ADVANCE AUTO PARTS	1646	FULL DESC:	REPAIR PARTS FOR UNIT#21137,20844,STK,17315-HPD	622.69 022821	281309	REPAIR PARTS FOR UN
INVOICE: 5604104276347		002060 ADVANCE AUTO PARTS	1647	FULL DESC:	REPAIR PARTS FOR UNIT#19702 & 21129-HPD	193.52 022821	281309	REPAIR PARTS FOR UN
INVOICE: 5604104276354		002060 ADVANCE AUTO PARTS	1978	FULL DESC:	WIPER BLADES UNIT # 15452	22.76 022821	281309	WIPER BLADES UNIT #
INVOICE: 5604104876411		002060 ADVANCE AUTO PARTS	1979	FULL DESC:	FUEL INJECTOR UNIT#17708-HPD	100.59 022821	281309	FUEL INJECTOR UNIT#
INVOICE: 5604104776386		002060 ADVANCE AUTO PARTS	2007	FULL DESC:	ANTIFREEZE STOCK-HPD	579.60 022821	281309	ANTIFREEZE STOCK-HP
INVOICE: 5604104976452				FULL DESC:	WATER PUMP UNIT#18316-HPD	90.94 022821	281309	WATER PUMP UNIT#183
						2,104.32		
002160 AT&T MOBILITY		1781			0 2021 5 INV P	1,884.01 022821	281323	MB2016-287/GPS TRAC
INVOICE:				FULL DESC:	MB2016-287/GPS TRACKING FEES			
002166 AUTO ARMATURE SERVIC		1747			0 2021 5 INV P	142.95 022821	281324	BATTERY UNIT#19815-
INVOICE: 23904				FULL DESC:	BATTERY UNIT#19815-HPD			
003915 PINE BELT CDJR, INC		1811			220454 2021 5 INV P	1,023.12 022821	281425	REPAIR PARTS UNIT#1
INVOICE: 58735				FULL DESC:	REPAIR PARTS UNIT#19708-HPD			
003915 PINE BELT CDJR, INC		1812			220294 2021 5 INV P	381.60 022821	281425	DOOR SWITCH FOR STO
INVOICE: 58646				FULL DESC:	DOOR SWITCH FOR STOCK-HPD			
003915 PINE BELT CDJR, INC		1813			220680 2021 5 INV P	87.20 022821	281425	CABLE FOR UNIT#1910
INVOICE: 58647				FULL DESC:	CABLE FOR UNIT#19100-HPD			
						1,491.92		
004514 UNIVERSITY TIRE & SE		2008			220715 2021 5 INV P	2,475.40 022821	281470	TIRES FOR STOCK-HPD
INVOICE:				FULL DESC:	TIRES FOR STOCK-HPD			
ACCOUNT TOTAL						8,098.60		
001100 604900				OTHER PROFESSIONAL SERV.				
002523 COMCAST CABLEVISION		1648			0 2021 5 INV P	119.51 022821	281347	CONVERTER BOX LEASE
INVOICE:				FULL DESC:	CONVERTER BOX LEASE FOR 2/1/21-2/28/21-HPD			
002610 D P S CRIME LAB		1764			0 2021 5 INV P	600.00 022821	281354	ANALYTICAL FEES-HPD
INVOICE: 90100585				FULL DESC:	ANALYTICAL FEES-HPD			
002750 EQUIFAX INFORMATION		1948			0 2021 5 INV P	32.01 022821	281365	ONLINE INVESTIGATIO
INVOICE: 6224611				FULL DESC:	ONLINE INVESTIGATION-HPD			
002905 GILLILANDS ELECTRONI		1950			0 2021 5 INV P	144.98 022821	281374	REPLACE DOOR BUTTON
INVOICE: 4496				FULL DESC:	REPLACE DOOR BUTTON IN ADMIN-HPD			
047055 INTERPRETERS & TRANS		1779			0 2021 5 INV P	121.72 022821	281387	INTERPRETING SERVIC
INVOICE: 145673				FULL DESC:	INTERPRETING SERVICE FOR JANUARY 2021-HPD			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL					1,018.22			
001100 606000					TELEPHONE AND TELEGRAPH			
002158 AT&T	1907		0	2021 5 INV P	189.96 022821	281321	2/8/21	POLICE DISPA
INVOICE:		FULL DESC:	2/8/21	POLICE DISPATCH				
002158 AT&T	1908		0	2021 5 INV P	76.00 022821	281322	2/8/21	404 0593 P
INVOICE:		FULL DESC:	2/8/21	404 0593 POLICE				
					265.96			
002160 AT&T MOBILITY	1606		0	2021 5 INV P	6,674.13 022821	281323	HPD/MB2016-287/WIRE	
INVOICE:		FULL DESC:	HPD/MB2016-287/WIRELESS BILLING FOR JANUARY 2021					
002160 AT&T MOBILITY	1685		0	2021 5 INV P	2,267.94 022821	281323	VAR.DEPTS/MB2016-28	
INVOICE:		FULL DESC:	VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021					
					8,942.07			
ACCOUNT TOTAL					9,208.03			
001100 612000					FREIGHT			
002769 EXPRESS PRESS	1652		204093	2021 5 INV P	22.80 022821	281366	LONG SLEEVE POLO FO	
INVOICE: 43495		FULL DESC:	LONG SLEEVE POLO FOR ADMIN & RANK-HPD					
004505 UNITED PARCEL SERVIC	1780		0	2021 5 INV P	8.14 022821	281469	SHIPPING FEES-HPD	
INVOICE:		FULL DESC:	SHIPPING FEES-HPD					
ACCOUNT TOTAL					30.94			
001100 630000					GAS			
004321 SPIRE ENERGY	1949		0	2021 5 INV P	3,614.33 022821	281454	SPIRE GAS VARIOUS D	
INVOICE:		FULL DESC:	SPIRE GAS VARIOUS DEPTS 1/5/21-2/4/21					
ACCOUNT TOTAL					3,614.33			
001100 630500					ELECTRICITY			
003700 MS POWER COMPANY	1918		0	2021 5 INV P	3,548.58 022821	281413	MS POWER 12/28/20-1	
INVOICE:		FULL DESC:	MS POWER 12/28/20-1/27/21					
003700 MS POWER COMPANY	1927		0	2021 5 INV P	2,550.11 022821	281413	MS POWER 1/12/21-2/	
INVOICE:		FULL DESC:	MS POWER 1/12/21-2/10/21 VARIOUS DEPTS					
					6,098.69			
ACCOUNT TOTAL					6,098.69			
001100 638000					FIXED EQUIPMENT R&M			
002567 COURTNEY'S RESTAURAN	1877		0	2021 5 INV P	534.14 022821	281353	REPAIR TO ICE MACHI	
INVOICE: 13891		FULL DESC:	REPAIR TO ICE MACHINE-HPD					
ACCOUNT TOTAL					534.14			
001100 638400					MOTOR VEHICLE EQ. R&M			
002035 AAMCO TRANSMISSION (	1808		203900	2021 5 INV P	1,573.30 022821	281307	REPAIRS TO UNIT#177	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE:							
		FULL DESC:	REPAIRS TO UNIT#17783-HPD				
002066 AFFORDABLE EMERGENCY 1748			220442 2021 5 INV P	85.00 022821		281310	REPAIR WATCHGUARD U
INVOICE: 1456		FULL DESC:	REPAIR WATCHGUARD UNIT#19700-HPD				
002066 AFFORDABLE EMERGENCY 1783			220643 2021 5 INV P	255.00 022821		281310	SIREN LIGHT REPAIR
INVOICE: 1459		FULL DESC:	SIREN LIGHT REPAIR UNIT#18205-HPD				
002066 AFFORDABLE EMERGENCY 1941			220698 2021 5 INV P	170.00 022821		281310	VISTA REPAIRS TO UN
INVOICE: 1460		FULL DESC:	VISTA REPAIRS TO UNIT#18321-HPD				
				510.00			
002169 AUTOMOTIVE GLASS SPE 1619			220581 2021 5 INV P	325.00 022821		281325	FRONT LEFT DOOR REP
INVOICE:		FULL DESC:	FRONT LEFT DOOR REPAIR UNIT#19709-HPD				
002169 AUTOMOTIVE GLASS SPE 1620			220190 2021 5 INV P	185.00 022821		281325	WINDSHIELD REPAIR F
INVOICE:		FULL DESC:	WINDSHIELD REPAIR FOR UNIT#16642-HPD				
002169 AUTOMOTIVE GLASS SPE 1621			220465 2021 5 INV P	345.00 022821		281325	WINDSHIELD REPLACEM
INVOICE:		FULL DESC:	WINDSHIELD REPLACEMENT UNIT#19345-HPD				
002169 AUTOMOTIVE GLASS SPE 1791			220041 2021 5 INV P	620.00 022821		281325	WINDSHIELD & INNER
INVOICE:		FULL DESC:	WINDSHIELD & INNER/OUTER MOLDING UNIT#19307				
				1,475.00			
003861 PATTERSON AUTO ELECT 2006			220665 2021 5 INV P	1,785.00 022821		281423	R&R TO UNIT#19708-H
INVOICE: 480856		FULL DESC:	R&R TO UNIT#19708-HPD				
004514 UNIVERSITY TIRE & SE 1784			201709 2021 5 INV P	79.95 022821		281470	HPD #19705 - ALIGNM
INVOICE:		FULL DESC:	HPD #19705 - ALIGNMENT				
		ACCOUNT TOTAL		5,423.25			
001100 639800			TOW IN CHARGES				
003389 LARRY'S WRECKER SERV 1999			0 2021 5 INV P	55.00 022821		281396	TOWING UNIT#18316-H
INVOICE: 8579		FULL DESC:	TOWING UNIT#18316-HPD				
003389 LARRY'S WRECKER SERV 2000			0 2021 5 INV P	55.00 022821		281396	TOWING OF UNTI#1789
INVOICE: 8532		FULL DESC:	TOWING OF UNTI#17897-HPD				
003389 LARRY'S WRECKER SERV 2001			0 2021 5 INV P	55.00 022821		281396	TOWING OF UNT#18332
INVOICE: 8499		FULL DESC:	TOWING OF UNT#18332-HPD				
				165.00			
004654 WILLIAMS TOWING SERV 1909			0 2021 5 INV P	200.00 022821		281479	TOWING OF UNIT#2042
INVOICE: 1202		FULL DESC:	TOWING OF UNIT#20423-HPD				
		ACCOUNT TOTAL		365.00			
001100 641700			MOTORCYCLE RENT				
002343 BRUCE ROSSMEYERS DAY 1765			0 2021 5 INV P	10,200.00 022821		281330	2020-146 MOTOR LEAS
INVOICE: 1012021		FULL DESC:	2020-146 MOTOR LEASE FOR JAN., FEB., MARCH 2021-HPD				
		ACCOUNT TOTAL		10,200.00			
001100 684000			DUES AND MEMBERSHIPS				

YEAR/PERIOD: 2021/5 TO 2021/5												
ACCOUNT/VENDOR			DOCUMENT	PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION	
047186 NOTARY PUBLIC			2003	0	2021	5	INV P	114.00	022821	281420	NOTARY RENEWAL FOR	
INVOICE:				FULL DESC:	NOTARY RENEWAL FOR ARCHIE BREWTON-HPD							
047186 NOTARY PUBLIC			2005	0	2021	5	INV P	114.00	022821	281420	NOTARY RENEWAL FOR	
INVOICE:				FULL DESC:	NOTARY RENEWAL FOR TINA SULLIVAN-HPD							
								228.00				
ACCOUNT TOTAL								228.00				
ORG 001100					TOTAL			62,619.68				
001131				JOINT P&F TRNG.								
001131 511500				FOOD								
004575 WAL-MART STORES INC			2089	220302	2021	5	INV P	132.13	022821	281472	P/F REFRESHMENTS	
INVOICE:				FULL DESC:	P/F REFRESHMENTS							
ACCOUNT TOTAL								132.13				
001131 559100				OTHER OPER.MATLS-FULL R								
002441 CENTRAL ALABAMA TRAI			2068	0	2021	5	INV P	63.00	022821	281338	P/F COMPRESSOR REPA	
INVOICE: 17041514				FULL DESC:	P/F COMPRESSOR REPAIR							
ACCOUNT TOTAL								63.00				
001131 611000				TRAVEL EXPENSE								
004052 RIGSBY TOMMY			1668	0	2021	5	INV P	510.73	022821	281437	P/F CASH ADVANCE FO	
INVOICE: 8807				FULL DESC:	P/F CASH ADVANCE FOR MEALS/HOTEL							
047192 ROBINSON THOMAS			1717	0	2021	5	INV P	401.62	022821	281441	P/F CASH ADVANCE FO	
INVOICE: 8802				FULL DESC:	P/F CASH ADVANCE FOR MEALS/HOTEL							
ACCOUNT TOTAL								912.35				
001131 630500				ELECTRICITY								
003700 MS POWER COMPANY			1927	0	2021	5	INV P	828.24	022821	281413	MS POWER 1/12/21-2/	
INVOICE:				FULL DESC:	MS POWER 1/12/21-2/10/21 VARIOUS DEPTS							
ACCOUNT TOTAL								828.24				
001131 644900				OTHER RENT								
004057 RJ YOUNG COMPANY			1797	0	2021	5	INV P	332.71	022821	281439	P/F COPIER RENT 01/	
INVOICE: 4076827				FULL DESC:	P/F COPIER RENT 01/10-02/21 MINUTE BOOK 2018-196							
004057 RJ YOUNG COMPANY			1994	0	2021	5	INV P	198.00	022821	281439	P/F COPIER RENT 12/	
INVOICE: 4025048				FULL DESC:	P/F COPIER RENT 12/10-01/09/21 MIN BK 2018-196							
								530.71				
ACCOUNT TOTAL								530.71				
001131 684500				REGISTRATION FEE/TUITION								
047212 TUGGLE THOMAS			2094	0	2021	5	INV P	855.00	022821	281463	P/F REG FEE FOR CLA	
INVOICE: 268				FULL DESC:	P/F REG FEE FOR CLASS 03/17/21							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL	855.00		
					ORG 001131 TOTAL	3,321.43		
					FIRE DIVISION			
001160	535500				WEARING APPAREL			
003744	NAFECO-NORTH AMERICA	2113		203590	2021 5 INV P	461.05	022821	281414 HFD REPLACEMENT SUS
INVOICE: 1070304				FULL DESC: HFD REPLACEMENT SUSPENDERS				
					ACCOUNT TOTAL	461.05		
001160	560000				BUILDING MATERIALS & SPLY			
003587	MID SOUTH GLASS INC	2109		220572	2021 5 INV P	76.00	022821	281409 HFD BAY DOOR REPAIR
INVOICE: 48081				FULL DESC: HFD BAY DOOR REPAIR PART STATION ONE				
					ACCOUNT TOTAL	76.00		
001160	561000				PLUMBING SUPPLIES			
003543	MCELHANEY PLUMBING I	2111		220216	2021 5 INV P	14.95	022821	281407 HFD STATION 6 PLUMB
INVOICE: 287079				FULL DESC: HFD STATION 6 PLUMBING PARTS				
003543	MCELHANEY PLUMBING I	2126		220569	2021 5 INV P	54.64	022821	281407 HFD PLUMBING REPAIR
INVOICE: 287084				FULL DESC: HFD PLUMBING REPAIR PARTS STATION 6				
						69.59		
					ACCOUNT TOTAL	69.59		
001160	570000				MTR VEHICLE REP. PTS/SPL			
002160	AT&T MOBILITY	1781		0	2021 5 INV P	536.64	022821	281323 MB2016-287/GPS TRAC
INVOICE:				FULL DESC: MB2016-287/GPS TRACKING FEES				
					ACCOUNT TOTAL	536.64		
001160	604900				OTHER PROFESSIONAL SERV.			
002441	CENTRAL ALABAMA TRAI	2095		0	2021 5 INV P	882.50	022821	281338 HFD SCBA COMPRESSOR
INVOICE: 17041798				FULL DESC: HFD SCBA COMPRESSOR SERVICE STATION 1				
					ACCOUNT TOTAL	882.50		
001160	606000				TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	1685		0	2021 5 INV P	215.15	022821	281323 VAR.DEPTS/MB2016-28
INVOICE:				FULL DESC: VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021				
					ACCOUNT TOTAL	215.15		
001160	630000				GAS			
004321	SPIRE ENERGY	1949		0	2021 5 INV P	571.81	022821	281454 SPIRE GAS VARIOUS D
INVOICE:				FULL DESC: SPIRE GAS VARIOUS DEPTS 1/5/21-2/4/21				
004321	SPIRE ENERGY	2106		0	2021 5 INV P	315.56	022821	281454 GAS VARIOUS DEPTS 1
INVOICE:				FULL DESC: GAS VARIOUS DEPTS 1/12/21-2/10/21				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
						887.37		
					ACCOUNT TOTAL	887.37		
001160	630500				ELECTRICITY			
	003700 MS POWER COMPANY	1919		0	2021 5 INV P	1,446.38	022821	281413 MS POWER 12/28/20-1
	INVOICE:							
	003700 MS POWER COMPANY	1927		0	2021 5 INV P	271.08	022821	281413 MS POWER 1/12/21-2/
	INVOICE:							
					FULL DESC: MS POWER 12/28/20-1/27/21			
					FULL DESC: MS POWER 1/12/21-2/10/21 VARIOUS DEPTS			
						1,717.46		
					ACCOUNT TOTAL	1,717.46		
001160	636500				OFFICE EQUIPMENT R&M			
	004050 RICOH CORP	1703		0	2021 5 INV P	14.39	022821	281435 HFD ADMIN/PREVENTIO
	INVOICE: 5061323953							
					FULL DESC: HFD ADMIN/PREVENTION COPIER USAGE MB# 2020-31			
					ACCOUNT TOTAL	14.39		
001160	638400				MOTOR VEHICLE EQ. R&M			
	002367 BURROUGHS DIESEL INC	1699		0	2021 5 INV P	125.00	022821	281331 HFD UNIT#18100 E7 M
	INVOICE: 3311							
					FULL DESC: HFD UNIT#18100 E7 MAINTENANCE			
					ACCOUNT TOTAL	125.00		
001160	642500				CYLINDER RENT			
	002071 AIRGAS USA LLC (NORD	1721		0	2021 5 INV P	30.78	022821	281311 HFD OXYGEN RENTAL,
	INVOICE: 9977045252							
					FULL DESC: HFD OXYGEN RENTAL, MECHANIC SHOP			
	004273 SOUTHERN GAS & SUPPL	1722		0	2021 5 INV P	296.12	022821	281449 HFD ALL UNITS MEDIC
	INVOICE: 36050711							
					FULL DESC: HFD ALL UNITS MEDICAL OXYGEN RENTAL			
					ACCOUNT TOTAL	326.90		
					ORG 001160 TOTAL	5,312.05		
001180					LAND DEVEL.ADM.			
001180	501000				OTHER EXPENDABLE OFF.SPL			
	004328 STAPLES	1970		220478	2021 5 INV P	243.75	022821	281456 CLASSIFICATION FOLD
	INVOICE: 3469064842							
					FULL DESC: CLASSIFICATION FOLDERS - CODE ENFORCEMENT DIV			
					ACCOUNT TOTAL	243.75		
001180	511100				SUPPLIES - COVID 19			
	003810 OFFICE PRODUCTS PLUS	1980		220585	2021 5 INV P	93.36	022821	281422 COVID DISINFECTING
	INVOICE:							
					FULL DESC: COVID DISINFECTING SPRAY - URBDEV, BUILD, COMM DEV			
					ACCOUNT TOTAL	93.36		
001180	604900				OTHER PROFESSIONAL SERV.			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
002160	AT&T MOBILITY	1781		0	2021 5 INV P	204.30	022821	281323 MB2016-287/GPS TRAC
	INVOICE:							
			FULL DESC:	MB2016-287/GPS TRACKING FEES				
				ACCOUNT TOTAL		204.30		
001180	606000				TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	1685		0	2021 5 INV P	830.55	022821	281323 VAR.DEPTS/MB2016-28
	INVOICE:							
			FULL DESC:	VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021				
				ACCOUNT TOTAL		830.55		
001180	639800				TOW IN CHARGES			
003389	LARRY'S WRECKER SERV	1983		0	2021 5 INV P	65.00	022821	281396 TOWING CHARGE, UNIT
	INVOICE: 8577							
			FULL DESC:	TOWING CHARGE, UNIT 14682 - CODE ENF				
				ACCOUNT TOTAL		65.00		
001180	644900				OTHER RENT			
004057	RJ YOUNG COMPANY	1878		0	2021 5 INV P	376.90	022821	281439 COPIER FEES, 1/11-2
	INVOICE:							
			FULL DESC:	COPIER FEES, 1/11-2/10/21 MB:2020-302-303 BUILDING				
				ACCOUNT TOTAL		376.90		
				ORG 001180 TOTAL		1,813.86		
001190					P/S CONTRAC.SER			
001190	681500				JAIL EXPENSE			
002851	FORREST CTY SUPERVIS	1863		0	2021 5 INV P	54,719.18	022821	281372 HOUSING OF INMATES
	INVOICE:							
			FULL DESC:	HOUSING OF INMATES FOR DECEMBER 2020-HPD				
				ACCOUNT TOTAL		54,719.18		
001190	686500				EMERGENCY MGMT.CONTRIB.			
002734	EMERGENCY MANAGEMENT	1912		0	2021 5 INV P	31,500.00	022821	281361 QE 3/31/21 CONTR AS
	INVOICE:							
			FULL DESC:	QE 3/31/21 CONTR AS APPROVED IN FYE 9/30/21 BUDGET				
				ACCOUNT TOTAL		31,500.00		
				ORG 001190 TOTAL		86,219.18		
001191					TRAFFIC MAINT.			
001191	554000				TRAFFIC CONTROL EQ. SPLY.			
002714	ECONOMY SUPPLY CO	1947		220186	2021 5 INV P	582.00	022821	281359 MATERIAL FOR SCHOOL
	INVOICE: 48799							
			FULL DESC:	MATERIAL FOR SCHOOL FLASHER TRAFFIC				
				ACCOUNT TOTAL		582.00		
001191	554500				TRAFFIC SIGNS			
004316	SPEEDY PRINTING & SI	1802		220612	2021 5 INV P	92.00	022821	281453 TRAFFIC STREET MARK
	INVOICE: 28670							
			FULL DESC:	TRAFFIC STREET MARKER				
004316	SPEEDY PRINTING & SI	1804		220633	2021 5 INV P	260.00	022821	281453 TRAFFIC STREET MARK
	INVOICE: 28676							
			FULL DESC:	TRAFFIC STREET MARKERS				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
004316	SPEEDY PRINTING & SI	1806		220542	2021 5 INV P	60.00	022821	281453 TRAFFIC STREET MARK
	INVOICE: 28657		FULL DESC:	TRAFFIC	STREET MARKER			
						412.00		
					ACCOUNT TOTAL	412.00		
001191	570000				MTR VEHICLE REP. PTS/SPL			
002035	AAMCO TRANSMISSION (	1946		220573	2021 5 INV P	658.92	022821	281307 TRAFFIC VEHICLE PAR
	INVOICE:		FULL DESC:	TRAFFIC	VEHICLE PARTS UNIT 17528			
002166	AUTO ARMATURE SERVIC	1883		220525	2021 5 INV P	157.95	022821	281324 TRAFFIC UNIT 17528
	INVOICE: 23846		FULL DESC:	TRAFFIC	UNIT 17528 BATTERY			
002166	AUTO ARMATURE SERVIC	1884		220526	2021 5 INV P	168.95	022821	281324 TRAFFIC UNIT 14497
	INVOICE: 23845		FULL DESC:	TRAFFIC	UNIT 14497 BATTERY			
						326.90		
002413	CARQUEST AUTO PARTS	1661		220580	2021 5 INV P	13.49	022821	281337 TRAFFIC UNIT 11945
	INVOICE:		FULL DESC:	TRAFFIC	UNIT 11945 SIGNAL			
004514	UNIVERSITY TIRE & SE	1899		220495	2021 5 INV P	445.36	022821	281470 TRAFFIC TIRE
	INVOICE:		FULL DESC:	TRAFFIC	TIRE			
004514	UNIVERSITY TIRE & SE	1902		220577	2021 5 INV P	541.84	022821	281470 TRAFFIC TIRES UNIT
	INVOICE:		FULL DESC:	TRAFFIC	TIRES UNIT 9781			
004514	UNIVERSITY TIRE & SE	1906		220586	2021 5 INV P	141.90	022821	281470 TRAFFIC TRAILER TIR
	INVOICE:		FULL DESC:	TRAFFIC	TRAILER TIRE			
						1,129.10		
					ACCOUNT TOTAL	2,128.41		
001191	606000				TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	1685		0	2021 5 INV P	71.64	022821	281323 VAR.DEPTS/MB2016-28
	INVOICE:		FULL DESC:	VAR.DEPTS/MB2016-287/WIRELESS	BILLING JANUARY 2021			
					ACCOUNT TOTAL	71.64		
001191	630000				GAS			
004321	SPIRE ENERGY	1949		0	2021 5 INV P	440.33	022821	281454 SPIRE GAS VARIOUS D
	INVOICE:		FULL DESC:	SPIRE	GAS VARIOUS DEPTS 1/5/21-2/4/21			
					ACCOUNT TOTAL	440.33		
001191	643000				UNIFORM RENT			
002471	CINTAS CORPORATION #	1928		0	2021 5 INV P	25.00	022821	281341 TRAFFIC UNIFORMS
	INVOICE: 4075822129		FULL DESC:	TRAFFIC	UNIFORMS SC/8200044758			
					ACCOUNT TOTAL	25.00		
001191	643500				MOP-MAT-RAG RENT			
002471	CINTAS CORPORATION #	1943		0	2021 5 INV P	6.36	022821	281341 TRAFFIC MATS SC/8

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE: 4075854710				FULL DESC: TRAFFIC MATS SC/8200044758				
				ACCOUNT TOTAL	6.36			
				ORG 001191 TOTAL	3,665.74			
001201				STREET DIV.				
001201	501000			OTHER EXPENDABLE OFF.SPL				
	004327	STANDARD OFFICE SUPP 1785		203803 2021 5 INV P	140.80	022821	281455	CLOSED FOLDER
INVOICE:				FULL DESC: CLOSED FOLDER				
				ACCOUNT TOTAL	140.80			
001201	535500			WEARING APPAREL				
	002729	ELKINS WHOLESALE INC 1637		203323 2021 5 INV P	61.56	022821	281360	TINTED SAFETY GLASS
INVOICE: 436655				FULL DESC: TINTED SAFETY GLASSES PUBLIC WORKS				
	002795	FASTENAL COMPANY 2125		204037 2021 5 INV P	421.70	022821	281368	SAFETY VEST/BATTERI
INVOICE:				FULL DESC: SAFETY VEST/BATTERIES				
				ACCOUNT TOTAL	483.26			
001201	559000			OTHER OPERATING MATL/SPLY				
	002443	CERTIFIED LABORATORI 1617		220494 2021 5 INV P	2,398.00	022821	281339	GAS TREATMENT FOR G
INVOICE: 7257839				FULL DESC: GAS TREATMENT FOR GAS FUEL/P.WORKS				
	002795	FASTENAL COMPANY 2125		204037 2021 5 INV P	100.08	022821	281368	SAFETY VEST/BATTERI
INVOICE:				FULL DESC: SAFETY VEST/BATTERIES				
				ACCOUNT TOTAL	2,498.08			
001201	570000			MTR VEHICLE REP. PTS/SPL				
	002160	AT&T MOBILITY 1781		0 2021 5 INV P	2,544.85	022821	281323	MB2016-287/GPS TRAC
INVOICE:				FULL DESC: MB2016-287/GPS TRACKING FEES				
	002413	CARQUEST AUTO PARTS 1689		220565 2021 5 INV P	38.40	022821	281337	WIPERS/UNIT #15921
INVOICE:				FULL DESC: WIPERS/UNIT #15921 STREET				
				ACCOUNT TOTAL	2,583.25			
001201	636099			LONG RANGE PAVING PLAN				
	004586	WARREN PAVING INC 2097		203719 2021 5 INV P	37,880.15	022821	281475	PAVING MOBILE ST (7
INVOICE: 203719				FULL DESC: PAVING MOBILE ST (7TH ST - 42 BYPASS)				
				ACCOUNT TOTAL	37,880.15			
001201	638400			MOTOR VEHICLE EQ. R&M				
	002035	AAMCO TRANSMISSION (1945		220606 2021 5 INV P	1,538.88	022821	281307	REPAIRS/UNIT 16237
INVOICE: 143550				FULL DESC: REPAIRS/UNIT 16237 STREET				
	002035	AAMCO TRANSMISSION (2060		220727 2021 5 INV P	799.90	022821	281307	ADDENDUM TO PO #220
INVOICE: 143561				FULL DESC: ADDENDUM TO PO #220606/RADIATOR NEW KEYS/STREETS				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
						2,338.78		
ACCOUNT TOTAL						2,338.78		
001201	638700	AGRICULTURAL EQ. R&M						
003986	PUCKETT MACHINERY CO	2026	220540	2021	5 INV P	4,575.91	022821	281432 REPAIRS ON UNIT 14
INVOICE:		FULL DESC: REPAIRS ON UNIT 14956/STREETS						
003986	PUCKETT MACHINERY CO	2055	0	2021	5 INV P	1,460.54	022821	281432 REPAIRS ON UNIT #14
INVOICE:		FULL DESC: REPAIRS ON UNIT #14956 STREET						
						6,036.45		
ACCOUNT TOTAL						6,036.45		
001201	643000	UNIFORM RENT						
002471	CINTAS CORPORATION #	2112	0	2021	5 INV P	46.60	022821	281340 UNIFORMS PUBLIC WOR
INVOICE: 4075855049		FULL DESC: UNIFORMS PUBLIC WORKS SC 8200004458						
002471	CINTAS CORPORATION #	2115	0	2021	5 INV P	245.54	022821	281340 UNIFORMS PUBLIC WOR
INVOICE: 4075855044		FULL DESC: UNIFORMS PUBLIC WORKS SC 82000044758						
002471	CINTAS CORPORATION #	2116	0	2021	5 INV P	13.44	022821	281340 UNIFORMS & MATS SC
INVOICE: 4075855168		FULL DESC: UNIFORMS & MATS SC 82000044758						
002471	CINTAS CORPORATION #	2117	0	2021	5 INV P	27.75	022821	281340 UNIFORMS PUBLIC WOR
INVOICE: 4075855002		FULL DESC: UNIFORMS PUBLIC WORKS SC 82000044758						
002471	CINTAS CORPORATION #	2121	0	2021	5 INV P	82.40	022821	281340 UNIFORM PUBLIC WORK
INVOICE: 4075855012		FULL DESC: UNIFORM PUBLIC WORKS SC 82000044758						
						415.73		
ACCOUNT TOTAL						415.73		
ORG 001201 TOTAL						52,376.50		
001202	STREET LIGHTS							
001202	630500	ELECTRICITY						
003700	MS POWER COMPANY	1921	0	2021	5 INV P	3,072.20	022821	281413 MS POWER 12/28/20-1
INVOICE:		FULL DESC: MS POWER 12/28/20-1/27/21						
003700	MS POWER COMPANY	1927	0	2021	5 INV P	2,021.96	022821	281413 MS POWER 1/12/21-2/
INVOICE:		FULL DESC: MS POWER 1/12/21-2/10/21 VARIOUS DEPTS						
						5,094.16		
003873	PEARL RIVER VALLEY E	1951	0	2021	5 INV P	1,267.73	022821	281424 PRVEPA ELECTRICITY
INVOICE:		FULL DESC: PRVEPA ELECTRICITY 1/11/21-2/08/21						
ACCOUNT TOTAL						6,361.89		
ORG 001202 TOTAL						6,361.89		
001203	ENGR/PUBLIC SER							
001203	606000	TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	1685	0	2021	5 INV P	214.74	022821	281323 VAR.DEPTS/MB2016-28

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
INVOICE:		FULL DESC:		VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021					
		ACCOUNT TOTAL		214.74					
001203	607000			POSTAGE					
002798	FEDERAL EXPRESS	2120	0	2021	5 INV P	28.73	022821		281369 DELIVERY TO S. BAIL
INVOICE:		FULL DESC:		DELIVERY TO S. BAILEY, ARE CONSULTANTS					
		ACCOUNT TOTAL		28.73					
001203	641000			OFFICE EQUIPMENT RENT					
004057	RJ YOUNG COMPANY	2040	0	2021	5 INV P	262.00	022821		281438 MB 2019-60 ENGINEER
INVOICE:		FULL DESC:		MB 2019-60 ENGINEERING COPIER S/N 2JG03870					
		ACCOUNT TOTAL		262.00					
		ORG 001203 TOTAL		505.47					
001204				SHOP DIVISION					
001204	513000			CHEMICALS					
002413	CARQUEST AUTO PARTS	1659	220333	2021	5 INV P	258.72	022821		281337 SHOP OIL
INVOICE:		FULL DESC:		SHOP OIL					
		ACCOUNT TOTAL		258.72					
001204	545000			HAND TOOLS					
002413	CARQUEST AUTO PARTS	1657	220226	2021	5 INV P	217.48	022821		281337 SHOP TOOLS
INVOICE:		FULL DESC:		SHOP TOOLS					
		ACCOUNT TOTAL		217.48					
001204	570000			MTR VEHICLE REP. PTS/SPL					
002413	CARQUEST AUTO PARTS	1660	220531	2021	5 INV P	24.18	022821		281337 SHOP SUPPLIES
INVOICE:		FULL DESC:		SHOP SUPPLIES					
003916	PINE BELT INDUSTRIAL	2128	204508	2021	5 INV P	34.16	022821		281426 BELT - CONSTRUCTION
INVOICE:		FULL DESC:		BELT - CONSTRUCTION					
		ACCOUNT TOTAL		58.34					
001204	630500			ELECTRICITY					
003700	MS POWER COMPANY	1927	0	2021	5 INV P	2,842.15	022821		281413 MS POWER 1/12/21-2/
INVOICE:		FULL DESC:		MS POWER 1/12/21-2/10/21 VARIOUS DEPTS					
		ACCOUNT TOTAL		2,842.15					
001204	643000			UNIFORM RENT					
002471	CINTAS CORPORATION # 1880		0	2021	5 INV P	101.51	022821		281341 UNIFORM RENTAL/PW S
INVOICE: 4075855095		FULL DESC:		UNIFORM RENTAL/PW SHOP/SC#8200044758					
		ACCOUNT TOTAL		101.51					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
				ORG 001204	TOTAL			3,478.20			
				G O & F S DIV.							
001205		002160	606000 AT&T MOBILITY	1685	0	2021	5 INV P	483.53	022821	281323 VAR.DEPTS/MB2016-28	
		INVOICE:		FULL DESC: VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021							
				ACCOUNT TOTAL				483.53			
				ORG 001205	TOTAL			483.53			
				CONSTRUCTION							
001207		003587	559000 MID SOUTH GLASS INC	1892	220605	2021	5 INV P	76.00	022821	281409 GLASS FOR CARPENTER	
		INVOICE: 48084		FULL DESC: GLASS FOR CARPENTER SHOP/CONST DEPT							
				ACCOUNT TOTAL				76.00			
001207		003457	560000 LOWE'S OF HATTIESBUR	1681	220217	2021	5 INV P	41.10	022821	281403 MATERIAL FOR LIBRAR	
		INVOICE:		FULL DESC: MATERIAL FOR LIBRARY BOXES							
				ACCOUNT TOTAL				41.10			
001207		002160	606000 AT&T MOBILITY	1685	0	2021	5 INV P	123.28	022821	281323 VAR.DEPTS/MB2016-28	
		INVOICE:		FULL DESC: VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021							
				ACCOUNT TOTAL				123.28			
001207		002471	643000 CINTAS CORPORATION #	1396	0	2021	5 INV P	278.67	022821	281341 UNIFORM RENTAL/CONS	
		INVOICE: 4075201458		FULL DESC: UNIFORM RENTAL/CONST DEPT SC8200044758							
002471			CINTAS CORPORATION #	1873	0	2021	5 INV P	44.67	022821	281341 UNIFORM RENTAL/CONS	
		INVOICE: 4075854915		FULL DESC: UNIFORM RENTAL/CONST DEPT/ SC#8200044758							
								323.34			
				ACCOUNT TOTAL				323.34			
				ORG 001207	TOTAL			563.72			
				SANITATION DIV.							
001220		004316	559100 SPEEDY PRINTING & SI	1760	220412	2021	5 INV P	250.00	022821	281453 KEEP H'BURG BEAUTIF	
		INVOICE: 28633		FULL DESC: KEEP H'BURG BEAUTIFUL-MIDMAY NEIGHBORHOOD SIGN							
				ACCOUNT TOTAL				250.00			
001220		002413	570000 CARQUEST AUTO PARTS	1974	220583	2021	5 INV P	40.89	022821	281337 UNIT 20091 COUPLING	
		INVOICE:		FULL DESC: UNIT 20091 COUPLING-SANITATION DEPT.							

YEAR/PERIOD: 2021/5 TO 2021/5	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002413	CARQUEST AUTO PARTS	1975	220607	2021	5	INV P	51.20	022821	281337 UNIT 20091 ADDITION
INVOICE:			FULL DESC:	UNIT 20091	ADDITIONAL	COUPLING-SANITATION			
002413	CARQUEST AUTO PARTS	1976	220724	2021	5	INV P	59.39	022821	281337 UNIT 9609 REPAIR-SA
INVOICE:			FULL DESC:	UNIT 9609	REPAIR-SANITATION	DEPT.			
							151.48		
002738	EMPIRE TRUCK SALES (	1856	220631	2021	5	INV P	238.59	022821	281362 UNIT 19948 WATER PU
INVOICE:			FULL DESC:	UNIT 19948	WATER PUMP-SANITATION	DEPT.			
002738	EMPIRE TRUCK SALES (	1862	220649	2021	5	INV P	109.60	022821	281362 FILTERS FOR ALL 200
INVOICE:			FULL DESC:	FILTERS FOR ALL 200	UNIT GARBAGE TRUCKS-SANITATION				
002738	EMPIRE TRUCK SALES (	1972	220684	2021	5	INV P	44.51	022821	281362 SANITATION UNIT 200
INVOICE:			FULL DESC:	SANITATION UNIT 20091	AIR SPRING				
002738	EMPIRE TRUCK SALES (	1973	220712	2021	5	INV P	1,026.91	022821	281362 UNIT 19947 RADIATOR
INVOICE:			FULL DESC:	UNIT 19947	RADIATOR CORE-TANK				
							1,419.61		
003114	HOL-MAC CORPORATION	1971	220719	2021	5	INV P	519.33	022821	281382 UNIT 21388 ELECTRIC
INVOICE: 373597			FULL DESC:	UNIT 21388	ELECTRICAL REPAIR				
003253	JOHNNY'S WRECKER SER	1761	0	2021	5	INV P	300.00	022821	281389 TOWING UNIT 19948 T
INVOICE: 41386			FULL DESC:	TOWING UNIT 19948	TO PUBLIC WORKS				
004467	TRUCKWORX-JACKSON	1759	0	2021	5	INV P	287.40	022821	281462 HYDRAULIC & OIL FIL
INVOICE: 530572684			FULL DESC:	HYDRAULIC & OIL	FILTER FOR SANITATION DEPT. UNITS-				
			ACCOUNT TOTAL				2,677.82		
001220	604900					OTHER PROFESSIONAL SERV.			
004316	SPEEDY PRINTING & SI	1990	220710	2021	5	INV P	42.00	022821	281453 INSTALLATION OF UNI
INVOICE: 28689			FULL DESC:	INSTALLATION OF UNIT	LETTERING-SANITATION	21704			
			ACCOUNT TOTAL				42.00		
001220	612000					FREIGHT			
002738	EMPIRE TRUCK SALES (	1972	220684	2021	5	INV P	15.00	022821	281362 SANITATION UNIT 200
INVOICE:			FULL DESC:	SANITATION UNIT 20091	AIR SPRING				
			ACCOUNT TOTAL				15.00		
001220	630500					ELECTRICITY			
003700	MS POWER COMPANY	1927	0	2021	5	INV P	697.70	022821	281413 MS POWER 1/12/21-2/
INVOICE:			FULL DESC:	MS POWER 1/12/21-2/10/21	VARIOUS DEPTS				
			ACCOUNT TOTAL				697.70		
001220	643000					UNIFORM RENT			
002471	CINTAS CORPORATION #	1874	0	2021	5	INV P	200.58	022821	281341 SC:8200044758 SANIT
INVOICE: 4075855196			FULL DESC:	SC:8200044758	SANIT UNIFORM CLEAN/RENT				
002471	CINTAS CORPORATION #	1985	0	2021	5	INV P	166.58	022821	281341 SC: 8200044758 SANI
INVOICE: 4076848795			FULL DESC:	SC: 8200044758	SANITATION UNIFORM RENT/CLEAN				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
								367.16		
002472	CINTAS FIRST AID J71 1870			0	2021	5	INV P	270.23	022821	281342 SANITATION FIRST AI
INVOICE: 5052477780		FULL DESC:	SANITATION FIRST AID/COVID SUPPLIES					CINTAS-LYSOL		
ACCOUNT TOTAL								637.39		
001220	643500				MOP-MAT-RAG RENT					
002471	CINTAS CORPORATION # 1875			0	2021	5	INV P	27.82	022821	281341 SC:8200044758 SANIT
INVOICE: 4075855172		FULL DESC:	SC:8200044758 SANIT. DEPT-MOP/MAT RENT/CLEAN							
002471	CINTAS CORPORATION # 1988			0	2021	5	INV P	27.82	022821	281341 SC:8200044758-SANIT
INVOICE: 4076848808		FULL DESC:	SC:8200044758-SANITATION DEPT. MOP/MAT RENT/CLEAN							
								55.64		
ACCOUNT TOTAL								55.64		
001220	688000				TIPPING FEES					
002007	98 WASTE LLC 1636			0	2021	5	INV P	35,126.00	022821	281306 MB 2016-322 SANITAT
INVOICE: 3223		FULL DESC:	MB 2016-322 SANITATION RUB DISPOSAL-SANITATION							
004591	WASTE MANAGEMENT OF 1622			0	2021	5	INV P	250.24	022821	281476 MB2003-5/484 SANITA
INVOICE:		FULL DESC:	MB2003-5/484 SANITATION RUBBISH DISP. JAN. SERVICE							
ACCOUNT TOTAL								35,376.24		
001220	699900				SERVICES NOT SPECIFIED					
004575	WAL-MART STORES INC 2091			220296	2021	5	INV P	136.00	022821	281472 T.V. REPLACEMENT -P
INVOICE:		FULL DESC:	T.V. REPLACEMENT -POWER SURGE -SANITATION-							
ACCOUNT TOTAL								136.00		
ORG 001220 TOTAL								39,887.79		
001250	HEALTH DIVISION									
001250	535500				WEARING APPAREL					
002729	ELKINS WHOLESALE INC 1638			0	2021	5	INV P	61.56	022821	281360 EYE WEAR SAFETY GLA
INVOICE: 436571		FULL DESC:	EYE WEAR SAFETY GLASSES PW ITEM DOUBLE INTRY							
ACCOUNT TOTAL								61.56		
001250	570000				MTR VEHICLE REP. PTS/SPL					
004299	SOUTHERN TIRE MART L 2087			0	2021	5	INV P	5,206.00	022821	281451 REF PO #204457
INVOICE: 2520050312		FULL DESC:	REF PO #204457							
ACCOUNT TOTAL								5,206.00		
001250	575500				AGRICLTRL REPAIR PTS/SPL					
002083	ALLBRITTON CHAIN SAW 2046			0	2021	5	INV P	29.00	022821	281313 REF. PO#203379 WEED
INVOICE: 75622		FULL DESC:	REF. PO#203379 WEED EATER HEAD							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL	29.00		
			ORG 001250	TOTAL	5,296.56		
001402				ECONOMIC DEV.			
001402	604900			OTHER PROFESSIONAL SERV.			
	004058 RJM MCQUEEN CONTRACT 1896			220101 2021 5 INV P	33,597.68	022821	281440 CURB/GUTTER & SIDEW
	INVOICE: 2350			FULL DESC: CURB/GUTTER & SIDEWALK REPAIR IN KENSINGTON WOODS-			
				ACCOUNT TOTAL	33,597.68		
001402	682001			FCIPC/AREA DEV. PRTRNSHIP			
	001034 CITY OF HATTIESBURG 1914			0 2021 5 INV P	58,750.00	022821	281343 CONTR QE 3/31/21 AS
	INVOICE:			FULL DESC: CONTR QE 3/31/21 AS APPROVED IN FYE 9/30/21 BUDGET			
				ACCOUNT TOTAL	58,750.00		
001402	7150MC			MECHANICAL SYSTEM CONTROLS			
	047025 POWERS OF MISSISSIPP 2124			202187 2021 5 INV P	57,023.75	022821	281430 PUBLIC SAFETY COMPL
	INVOICE:			FULL DESC: PUBLIC SAFETY COMPLEX MECHANICAL CONTROLS			
				ACCOUNT TOTAL	57,023.75		
001402	7150MT			MATERIALS TESTING			
	004557 W GEOTECHNICAL AND T 1905			0 2021 5 INV P	205.00	022821	281471 MB 2019-99 PUB SAFE
	INVOICE: 4645			FULL DESC: MB 2019-99 PUB SAFETY COMPLEX MATERIAL TESTING-ENG			
				ACCOUNT TOTAL	205.00		
			ORG 001402	TOTAL	149,576.43		
001551				AIRPORT DIV.			
001551	630500			ELECTRICITY			
	003700 MS POWER COMPANY 1927			0 2021 5 INV P	1,227.16	022821	281413 MS POWER 1/12/21-2/
	INVOICE:			FULL DESC: MS POWER 1/12/21-2/10/21 VARIOUS DEPTS			
				ACCOUNT TOTAL	1,227.16		
			ORG 001551	TOTAL	1,227.16		
001553				CEMETERY DIV			
001553	501000			OTHER EXPENDABLE OFF.SPL			
	003177 INDOFF INC 1787			220481 2021 5 INV P	156.43	022821	281386 OFFICE SUPPLIES-CEM
	INVOICE: 3444819			FULL DESC: OFFICE SUPPLIES-CEMETERY			
				ACCOUNT TOTAL	156.43		
001553	525000			GAS AND OIL			
	004499 UNDERWOOD OUTDOOR PO 1625			220530 2021 5 INV P	131.52	022821	281467 TRIMMER STRING AND
	INVOICE: 96002			FULL DESC: TRIMMER STRING AND 2 CYCLE MIX OIL FOR CEMETERY			
				ACCOUNT TOTAL	131.52		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001553 544000	004499 UNDERWOOD OUTDOOR PO 1625	INVOICE: 96002		HORT./LANDSCAPING SPLV. 220530 2021 5 INV P	381.00 022821		281467 TRIMMER STRING AND
			FULL DESC:	TRIMMER STRING AND 2 CYCLE MIX OIL FOR CEMETERY			
				ACCOUNT TOTAL	381.00		
001553 545000	003457 LOWE'S OF HATTIESBUR 1670	INVOICE:		HAND TOOLS 220140 2021 5 INV P	104.40 022821		281403 RAKES FOR TREE CREW
			FULL DESC:	RAKES FOR TREE CREW			
				ACCOUNT TOTAL	104.40		
001553 546000	004495 ULINE 1680	INVOICE: 129313085		MINOR EQUIPMENT 220224 2021 5 INV P	450.03 022821		281466 MINOR EQUIPMENT: GL
			FULL DESC:	MINOR EQUIPMENT: GLOVES & SAFETY GLASSES			
				ACCOUNT TOTAL	450.03		
001553 561000	002499 COBURN'S SUPPLY CO I 2105	INVOICE: 604128210		PLUMBING SUPPLIES 220742 2021 5 INV P	42.68 022821		281345 PARTS FOR PLUMBING
			FULL DESC:	PARTS FOR PLUMBING REPAIRS AT HIGHLAND CEMETERY			
				ACCOUNT TOTAL	42.68		
001553 570000	002413 CARQUEST AUTO PARTS 1924	INVOICE:		MTR VEHICLE REP. PTS/SPL 220686 2021 5 INV P	134.30 022821		281337 DAY5061178-SERP BEL
			FULL DESC:	DAY5061178-SERP BELT-UNIT#13562-CEMETERY			
003986	PUCKETT MACHINERY CO 1595	INVOICE:		220599 2021 5 INV P	1,140.22 022821		281432 THROTTLE CABLE FOR
			FULL DESC:	THROTTLE CABLE FOR UNIT#18337-CEMETERY			
004218	SMITH BROS. COLLISIO 1612	INVOICE: 12677		220036 2021 5 INV P	586.10 022821		281447 DOOR & BODY REPAIR
			FULL DESC:	DOOR & BODY REPAIR			
004299	SOUTHERN TIRE MART L 1917	INVOICE: 2520055606		220703 2021 5 INV P	472.00 022821		281451 235/55HR17 EXTENSA
			FULL DESC:	235/55HR17 EXTENSA A/S 11 TIRES UNIT#20460-CEMETER			
				ACCOUNT TOTAL	2,332.62		
001553 575500	002413 CARQUEST AUTO PARTS 2101	INVOICE:		AGRICLTRL REPAIR PTS/SPL 220725 2021 5 INV P	34.08 022821		281337 PARTS FOR UNIT #160
			FULL DESC:	PARTS FOR UNIT #16010 KNUCKLE-BOOM, CEMETERY DEPT			
003034	HATTIESBURG HYDRAULI 2023	INVOICE: 88104		220758 2021 5 INV P	145.16 022821		281380 8G26MP6FABX-HOSE AS
			FULL DESC:	8G26MP6FABX-HOSE ASSY-UNIT#21141-CEMETERY			
				ACCOUNT TOTAL	179.24		
001553 606000	002160 AT&T MOBILITY 1685	INVOICE:		TELEPHONE AND TELEGRAPH 0 2021 5 INV P	115.28 022821		281323 VAR.DEPTS/MB2016-28
			FULL DESC:	VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021			

YEAR/PERIOD: 2021/5 TO 2021/5	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			115.28		
001553	612000			FREIGHT					
	003177 INDOFF INC	1787	220481	2021	5	INV P	15.00	022821	281386 OFFICE SUPPLIES-CEM
	INVOICE: 3444819		FULL DESC:	OFFICE SUPPLIES-CEMETERY					
	004495 ULINE	1680	220224	2021	5	INV P	16.26	022821	281466 MINOR EQUIPMENT: GL
	INVOICE: 129313085		FULL DESC:	MINOR EQUIPMENT: GLOVES & SAFETY GLASSES					
				ACCOUNT TOTAL			31.26		
001553	643000			UNIFORM RENT					
	002471 CINTAS CORPORATION # 2030		0	2021	5	INV P	59.50	022821	281341 ST. CONTRACT#820004
	INVOICE: 4074560043		FULL DESC:	ST. CONTRACT#8200044758-UNIFORM RENT-02/2021-CEMET					
	002471 CINTAS CORPORATION # 2033		0	2021	5	INV P	59.50	022821	281341 ST. CONTRACT#820004
	INVOICE: 4075203806		FULL DESC:	ST. CONTRACT#8200044758-UNIFORM RENT-02/2021-CEMET					
	002471 CINTAS CORPORATION # 2035		0	2021	5	INV P	68.95	022821	281341 ST. CONTRACT#820004
	INVOICE: 4075857490		FULL DESC:	ST. CONTRACT#8200044758-UNIFORM RENT-02/2021-CEMET					
	002471 CINTAS CORPORATION # 2037		0	2021	5	INV P	59.50	022821	281341 ST. CONTRACT#820004
	INVOICE: 4076849145		FULL DESC:	ST. CONTRACT#8200044758-UNIFORM RENT-02/2021-CEMET					
							247.45		
				ACCOUNT TOTAL			247.45		
001553	643500			MOP-MAT-RAG RENT					
	002471 CINTAS CORPORATION # 2039		0	2021	5	INV P	23.16	022821	281341 ST. CONTRACT#820004
	INVOICE: 4074559878		FULL DESC:	ST. CONTRACT#8200044758-MAT RENT-02/2021-CEMET					
	002471 CINTAS CORPORATION # 2041		0	2021	5	INV P	23.16	022821	281341 ST. CONTRACT#820004
	INVOICE: 4075203590		FULL DESC:	ST. CONTRACT#8200044758-MAT RENT-02/2021-CEMET					
	002471 CINTAS CORPORATION # 2042		0	2021	5	INV P	23.16	022821	281341 ST. CONTRACT#820004
	INVOICE: 4075857367		FULL DESC:	ST. CONTRACT#8200044758-MAT RENT-02/2021-CEMET					
	002471 CINTAS CORPORATION # 2044		0	2021	5	INV P	23.16	022821	281341 ST. CONTRACT#820004
	INVOICE: 4076849071		FULL DESC:	ST. CONTRACT#8200044758-MAT RENT-02/2021-CEMET					
							92.64		
				ACCOUNT TOTAL			92.64		
				ORG 001553 TOTAL			4,264.55		
001560				PARKING OPER.					
001560	640200			PARKING GARAGE/LOT RENT					
	003789 NORFOLK SOUTHERN COR	1720	0	2021	5	INV P	2,057.62	022821	281418 2021 PARKING AT RAI
	INVOICE: 91870800		FULL DESC:	2021 PARKING AT RAILROAD LOT SVC PERIOD 3/01-3/31					
				ACCOUNT TOTAL			2,057.62		
				ORG 001560 TOTAL			2,057.62		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
FUND 001	REVENUES		TOTAL:					589,127.17	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
002300						PKS/REC-RECREATION MAINT. DIV.			
002300	541500					SAND,CLAY,GRVL,FILL DIRT			
	004043 RICHARDSON ATHLETICS	1826			220420	2021 5 INV P	2,755.77	022821	281434 P&R ALL BALLFIELDS
	INVOICE: 34641				FULL DESC:	P&R ALL BALLFIELDS MATERIAL			
						ACCOUNT TOTAL	2,755.77		
002300	544000					HORT./LANDSCAPING SPLY.			
	002703 EARTHPLANTER	1770			204528	2021 5 INV P	1,197.00	022821	281358 DOWNTOWN PLANTERS
	INVOICE: 911569869				FULL DESC:	DOWNTOWN PLANTERS			
	002703 EARTHPLANTER	1857			203311	2021 5 INV P	4,644.00	022821	281358 DOWNTOWN HATTIESBUR
	INVOICE:				FULL DESC:	DOWNTOWN HATTIESBURG-PLANTERS			
							5,841.00		
						ACCOUNT TOTAL	5,841.00		
002300	551000					RECREATIONAL SUPPLIES			
	002177 B S N SPORTS	1740			220419	2021 5 INV P	3,275.48	022821	281326 P&R BALLFIELD SUPPL
	INVOICE: 911569869				FULL DESC:	P&R BALLFIELD SUPPLIES			
	002177 B S N SPORTS	1741			220387	2021 5 INV P	319.77	022821	281326 P&R GRNDS WATER NOZ
	INVOICE: 911541990				FULL DESC:	P&R GRNDS WATER NOZZLE			
							3,595.25		
						ACCOUNT TOTAL	3,595.25		
003926	PIONEER MANUFACTURIN	1837			220404	2021 5 INV P	75.00	022821	281428 P&R GRNDS REC SUPPL
	INVOICE: 776576				FULL DESC:	P&R GRNDS REC SUPPLIES			
						ACCOUNT TOTAL	3,670.25		
002300	560000					BUILDING MATERIALS & SPLY			
	002714 ECONOMY SUPPLY CO	1774			0	2021 5 INV P	143.64	022821	281359 P&R EASTSIDE PARK-B
	INVOICE: 49094				FULL DESC:	P&R EASTSIDE PARK-BLDG MATERIAL			
	002714 ECONOMY SUPPLY CO	1778			220315	2021 5 INV P	143.64	022821	281359 P&R EASTSIDE PARK-B
	INVOICE: 49094				FULL DESC:	P&R EASTSIDE PARK-BLDG MATERIAL			
	002714 ECONOMY SUPPLY CO	1825			220271	2021 5 INV P	79.60	022821	281359 GRNDS TENNIS BLDG M
	INVOICE: 49389				FULL DESC:	GRNDS TENNIS BLDG MATERIAL			
	002714 ECONOMY SUPPLY CO	1850			220659	2021 5 INV P	58.74	022821	281359 P&R CHAIN PARK BLDG
	INVOICE: 50045				FULL DESC:	P&R CHAIN PARK BLDG MATERIAL			
							425.62		
						ACCOUNT TOTAL	425.62		
002901	GILKEY ELECTRIC SUPP	1824			220314	2021 5 INV P	330.00	022821	281373 P&R TATUM SOCCER-DR
	INVOICE: 334215				FULL DESC:	P&R TATUM SOCCER-DRYERS			
003987	PUCKETT RENTS	1854			220660	2021 5 INV P	313.70	022821	281433 P&R CHAIN PARK BLDG
	INVOICE:				FULL DESC:	P&R CHAIN PARK BLDG MATERIAL			
004504	UNITED FENCE COMPANY	1838			220270	2021 5 INV P	31.20	022821	281468 GRNDS TENNIS BLDG M
	INVOICE: 20935				FULL DESC:	GRNDS TENNIS BLDG MATERIAL			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL						1,100.52		
002300	565000				PAINT AND PAINTING SPLY.			
004176	SHERWIN-WILLIAMS COM	1773		220447	2021 5 INV P	433.56	022821	281443 P&R TATUM SOCCER PA
	INVOICE:		FULL DESC:	P&R TATUM	SOCCER PAINT			
004176	SHERWIN-WILLIAMS COM	1775		0	2021 5 INV P	44.76	022821	281443 P&R TATUM SOCCER PA
	INVOICE:		FULL DESC:	P&R TATUM	SOCCER PAINT CANS			
						478.32		
ACCOUNT TOTAL						478.32		
002300	570000				MTR VEHICLE REP. PTS/SPL			
004299	SOUTHERN TIRE MART L	1827		220671	2021 5 INV P	379.52	022821	281451 P&R TRUCK UNIT 1855
	INVOICE: 2520055406		FULL DESC:	P&R TRUCK	UNIT 18558-REPAIR			
ACCOUNT TOTAL						379.52		
002300	606000				TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	1685		0	2021 5 INV P	508.94	022821	281323 VAR.DEPTS/MB2016-28
	INVOICE:		FULL DESC:	VAR.DEPTS/MB2016-287/WIRELESS	BILLING JANUARY 2021			
ACCOUNT TOTAL						508.94		
002300	612000				FREIGHT			
002703	EARTHPLANTER	1770		204528	2021 5 INV P	204.00	022821	281358 DOWNTOWN PLANTERS
	INVOICE:		FULL DESC:	DOWNTOWN	PLANTERS			
002703	EARTHPLANTER	1857		203311	2021 5 INV P	159.00	022821	281358 DOWNTOWN HATTIESBUR
	INVOICE:		FULL DESC:	DOWNTOWN	HATTIESBURG-PLANTERS			
						363.00		
003926	PIONEER MANUFACTURIN	1837		220404	2021 5 INV P	7.50	022821	281428 P&R GRNDS REC SUPPL
	INVOICE: 776576		FULL DESC:	P&R GRNDS	REC SUPPLIES			
004043	RICHARDSON ATHLETICS	1826		220420	2021 5 INV P	2,782.48	022821	281434 P&R ALL BALLFIELDS
	INVOICE: 34641		FULL DESC:	P&R ALL	BALLFIELDS MATERIAL			
ACCOUNT TOTAL						3,152.98		
002300	630500				ELECTRICITY			
003700	MS POWER COMPANY	1923		0	2021 5 INV P	46.28	022821	281413 MS POWER 12/28/20-1
	INVOICE:		FULL DESC:	MS POWER	12/28/20-1/27/21			
ACCOUNT TOTAL						46.28		
002300	635500				ELECTRICAL R&M			
002672	DOLEAC ELECTRIC CO I	1828		0	2021 5 INV P	617.50	022821	281355 P&R TATUM BB FIELD
	INVOICE:		FULL DESC:	P&R TATUM	BB FIELD 5 LIGHT REPAIR			
002672	DOLEAC ELECTRIC CO I	1829		0	2021 5 INV P	444.25	022821	281355 P&R KAMPER TENNIS C
	INVOICE:		FULL DESC:	P&R KAMPER	TENNIS COURT LIGHT REPAIR			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5				ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
										1,061.75			
ACCOUNT TOTAL										1,061.75			
002300	638400					MOTOR VEHICLE EQ. R&M							
	004299	SOUTHERN TIRE MART L	1827			220671	2021	5	INV P	415.43	022821	281451 P&R TRUCK UNIT 1855	
		INVOICE: 2520055406				FULL DESC: P&R TRUCK UNIT 18558-REPAIR							
ACCOUNT TOTAL										415.43			
002300	638700					AGRICULTURAL EQ. R&M							
	002304	BRACKMAN MOWER WAREH	1831			220515	2021	5	INV P	243.77	022821	281329 P&R MOWER 20823 SER	
		INVOICE: 1314				FULL DESC: P&R MOWER 20823 SERVICED							
	002304	BRACKMAN MOWER WAREH	1832			220514	2021	5	INV P	167.46	022821	281329 P&R MOWER 21597 SER	
		INVOICE: 1315				FULL DESC: P&R MOWER 21597 SERVICED							
	002304	BRACKMAN MOWER WAREH	1833			220513	2021	5	INV P	93.50	022821	281329 P&R MOWER UNIT 2023	
		INVOICE: 1316				FULL DESC: P&R MOWER UNIT 20233 SERVICED							
	002304	BRACKMAN MOWER WAREH	1834			220516	2021	5	INV P	103.00	022821	281329 P&R MOWER 21097 SER	
		INVOICE: 1317				FULL DESC: P&R MOWER 21097 SERVICED							
	002304	BRACKMAN MOWER WAREH	1835			220517	2021	5	INV P	82.40	022821	281329 P&R MOWER 20234 SER	
		INVOICE: 1318				FULL DESC: P&R MOWER 20234 SERVICED							
										690.13			
	003380	LANCASTER'S MACHINE	1772			220388	2021	5	INV P	2,090.00	022821	281394 P&R TRAILERS LABOR	
		INVOICE: 24780				FULL DESC: P&R TRAILERS LABOR TO REPAIR							
ACCOUNT TOTAL										2,780.13			
002300	644900					OTHER RENT							
	002071	AIRGAS USA LLC (NORD	1836			0	2021	5	INV P	35.20	022821	281312 P&R HELIUM TANK REN	
		INVOICE: 9977045249				FULL DESC: P&R HELIUM TANK RENTAL							
	004281	SOUTHERN ON SITE STO	1830			220518	2021	5	INV P	1,007.93	022821	281450 P&R TSP PORTABLE TO	
		INVOICE: 74164				FULL DESC: P&R TSP PORTABLE TOILETS							
ACCOUNT TOTAL										1,043.13			
002300	699900					SERVICES NOT SPECIFIED							
	002777	FAGAN TREE AND SPRAY	2004			204148	2021	5	INV P	4,360.00	022821	281367 DOWNTOWN-LABOR TO S	
		INVOICE: 3509				FULL DESC: DOWNTOWN-LABOR TO SPRAY WEEDS & PLANTS							
ACCOUNT TOTAL										4,360.00			
ORG 002300 TOTAL										27,594.02			
002315						PKS/REC-REC.ADMIN/COM.REL.							
002315	551000					RECREATIONAL SUPPLIES							
	002177	B S N SPORTS	1740			220419	2021	5	INV P	3,353.37	022821	281326 P&R BALLFIELD SUPPL	
		INVOICE: 911569869				FULL DESC: P&R BALLFIELD SUPPLIES							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004575	WAL-MART STORES INC	2090		203587	2021	5	INV P	238.88	022821	281472 HPR-SUPPLIES MOVIE
	INVOICE:		FULL DESC:	HPR-SUPPLIES MOVIE EVENT						
ACCOUNT TOTAL								3,592.25		
002315	604900				OTHER PROFESSIONAL SERV.					
002965	GUTHRIE, JONI S	1926		0	2021	5	INV P	180.00	022821	281377 2021 HPR CONTRACT L
	INVOICE:		FULL DESC:	2021	HPR	CONTRACT	LABOR	PAYROLL	SENIOR PROGRAM	
003508	MARTIN, MAGDALINE	1930		0	2021	5	INV P	48.00	022821	281406 2021 HPR CONTRACT L
	INVOICE:		FULL DESC:	2021	HPR	CONTRACT	LABOR	PAYROLL	SENIOR PROGRAM	
004162	SHABAZZ, AMATULLAH	1931		0	2021	5	INV P	48.00	022821	281442 2021 HPR CONTRACT L
	INVOICE:		FULL DESC:	2021	HPR	CONTRACT	LABOR	PAYROLL	SENIOR PROGRAM	
004564	WALCK, SUSAN A	1929		0	2021	5	INV P	40.00	022821	281473 2021 HPR CONTRACT L
	INVOICE:		FULL DESC:	2021	HPR	CONTRACT	LABOR	PAYROLL	SENIOR PROGRAM	
ACCOUNT TOTAL								316.00		
002315	630000				GAS					
004321	SPIRE ENERGY	1949		0	2021	5	INV P	889.30	022821	281454 SPIRE GAS VARIOUS D
	INVOICE:		FULL DESC:	SPIRE GAS VARIOUS DEPTS 1/5/21-2/4/21						
ACCOUNT TOTAL								889.30		
002315	630500				ELECTRICITY					
003700	MS POWER COMPANY	1923		0	2021	5	INV P	942.44	022821	281413 MS POWER 12/28/20-1
	INVOICE:		FULL DESC:	MS POWER 12/28/20-1/27/21						
003700	MS POWER COMPANY	1927		0	2021	5	INV P	5,044.62	022821	281413 MS POWER 1/12/21-2/
	INVOICE:		FULL DESC:	MS POWER 1/12/21-2/10/21 VARIOUS DEPTS						
								5,987.06		
ACCOUNT TOTAL								5,987.06		
ORG 002315 TOTAL								10,784.61		
FUND 002 PARKS & RECREATION FUND								TOTAL:	38,378.63	

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660				W&S O&M-CUSTOMER ACCT. DIV.						
009660	546700			METER LOCKS						
002742	ENGINEERING UNLIMITE	1799		220407	2021	5	INV P	852.00	022821	281364 METER LOCKS FOR WAT
INVOICE:				FULL DESC:	METER LOCKS FOR WATER BILLING					
				ACCOUNT TOTAL				852.00		
009660	604900			OTHER PROFESSIONAL SERV.						
003796	NORTH LAMAR WATER AS	1803		0	2021	5	INV P	149.00	022821	281419 SEWER READS NORTH L
INVOICE:				FULL DESC:	SEWER READS NORTH LAMAR WATER					
				ACCOUNT TOTAL				149.00		
009660	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	1685		0	2021	5	INV P	591.81	022821	281323 VAR.DEPTS/MB2016-28
INVOICE:				FULL DESC:	VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021					
				ACCOUNT TOTAL				591.81		
009660	612000			FREIGHT						
002742	ENGINEERING UNLIMITE	1799		220407	2021	5	INV P	20.07	022821	281364 METER LOCKS FOR WAT
INVOICE:				FULL DESC:	METER LOCKS FOR WATER BILLING					
				ACCOUNT TOTAL				20.07		
009660	630000			GAS						
004321	SPIRE ENERGY	2106		0	2021	5	INV P	195.90	022821	281454 GAS VARIOUS DEPTS 1
INVOICE:				FULL DESC:	GAS VARIOUS DEPTS 1/12/21-2/10/21					
				ACCOUNT TOTAL				195.90		
009660	630500			ELECTRICITY						
003700	MS POWER COMPANY	1927		0	2021	5	INV P	431.87	022821	281413 MS POWER 1/12/21-2/
INVOICE:				FULL DESC:	MS POWER 1/12/21-2/10/21 VARIOUS DEPTS					
				ACCOUNT TOTAL				431.87		
009660	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	1805		0	2021	5	INV P	84.95	022821	281340 UNIFORMS WATER BILL
INVOICE: 4075856301				FULL DESC:	UNIFORMS WATER BILLING					
				ACCOUNT TOTAL				84.95		
				ORG 009660	TOTAL				2,325.60	
009672				W&S O&M-WATER TRANSMISSION DIV						
009672	540000			ASPHALT & ASPHALT PROD.						
004586	WARREN PAVING INC	1693		203779	2021	5	INV P	6,194.81	022821	281475 HOT MIX ASPHALT/TON
INVOICE:				FULL DESC:	HOT MIX ASPHALT/TON SC#82000040844					
				ACCOUNT TOTAL				6,194.81		

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009672	545000									
002714	ECONOMY SUPPLY CO	1628		220394	2021	5 INV P		12.50	022821	281359 HAND TOOLS FOR WATE
	INVOICE: 49581		FULL DESC:	HAND TOOLS FOR WATER TRANS.						
003457	LOWE'S OF HATTIESBUR	1673		220107	2021	5 INV P		473.10	022821	281403 COMBO TOOL KITS FOR
	INVOICE:		FULL DESC:	COMBO TOOL KITS FOR WATER CREWS						
				ACCOUNT TOTAL				485.60		
009672	561000									
002559	CORE & MAIN (HD SUPP	1698		220037	2021	5 INV P		1,579.64	022821	281350 WAREHOUSE STOCK FOR
	INVOICE:		FULL DESC:	WAREHOUSE STOCK FOR WATER TRANS						
002559	CORE & MAIN (HD SUPP	1701		220037	2021	5 INV P		1,429.96	022821	281350 WAREHOUSE STOCK FOR
	INVOICE:		FULL DESC:	WAREHOUSE STOCK FOR WATER TRANS						
								3,009.60		
004300	SOUTHERN WATERWORKS	1696		220203	2021	5 INV P		1,993.60	022821	281452 WAREHOUSE STOCK FOR
	INVOICE: 86338		FULL DESC:	WAREHOUSE STOCK FOR WATER TRANS.						
				ACCOUNT TOTAL				5,003.20		
009672	570000									
002166	AUTO ARMATURE SERVIC	1694		220636	2021	5 INV P		164.95	022821	281324 BATTERY FOR UNIT #
	INVOICE: 23895		FULL DESC:	BATTERY FOR UNIT # 18564 -- SEWER DEPT.						
002413	CARQUEST AUTO PARTS	1631		220363	2021	5 INV P		33.06	022821	281337 REPAIR PARTS FOR UN
	INVOICE:		FULL DESC:	REPAIR PARTS FOR UNIT # 21395 -- WATER TRANS						
002413	CARQUEST AUTO PARTS	1632		220554	2021	5 INV P		13.02	022821	281337 REPAIR PARTS FOR UN
	INVOICE:		FULL DESC:	REPAIR PARTS FOR UNIT # 20049 -- WATER TRANS.						
								46.08		
				ACCOUNT TOTAL				211.03		
009672	604900									
004594	WATER COMPANY OF AME	2011		0	2021	5 INV P		115,986.72	022821	281478 MISBILLED/UNBILLED
	INVOICE: 13		FULL DESC:	MISBILLED/UNBILLED METGER ANALYSIS						
				ACCOUNT TOTAL				115,986.72		
				ORG 009672 TOTAL				127,881.36		
009673										
009673	501000									
003809	OFFICE DEPOT INC	1887		220461	2021	5 INV P		106.82	022821	281421 OFFICE SUPPLIES FOR
	INVOICE: 2470166896		FULL DESC:	OFFICE SUPPLIES FOR WATERPLANTS						
				ACCOUNT TOTAL				106.82		
009673	546000									
				MINOR EQUIPMENT						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
003543	MCELHANEY PLUMBING I	1888		220651	2021 5 INV P	134.75	022821	281407 HEATERS FOR 4TH,USM
	INVOICE: 287205			FULL DESC:	HEATERS FOR 4TH,USM,FGH WELLS-- WATER DEPT.			
					ACCOUNT TOTAL	134.75		
009673	549500				PUMPING EQUIPMENT PARTS			
047062	COAST CHLORINATOR &	1633		220340	2021 5 INV P	3,325.00	022821	281344 CHLORINATION SYSTEM
	INVOICE: 72235			FULL DESC:	CHLORINATION SYSTEM FOR FOURTH ST. WELL			
047062	COAST CHLORINATOR &	1634		220341	2021 5 INV P	3,325.00	022821	281344 CHLORINATION SYSTEM
	INVOICE: 72236			FULL DESC:	CHLORINATION SYSTEM FOR FORREST GENERAL WELL			
						6,650.00		
					ACCOUNT TOTAL	6,650.00		
009673	570000				MTR VEHICLE REP. PTS/SPL			
002160	AT&T MOBILITY	1781		0	2021 5 INV P	244.93	022821	281323 MB2016-287/GPS TRAC
	INVOICE:			FULL DESC:	MB2016-287/GPS TRACKING FEES			
					ACCOUNT TOTAL	244.93		
009673	604900				OTHER PROFESSIONAL SERV.			
002380	BYRD, WADE J.	1788		0	2021 5 INV P	3,000.00	022821	281332 WATER OPERATOR OF R
	INVOICE:			FULL DESC:	WATER OPERATOR OF RECORD--FEES FOR FEBRUARY 2021			
003614	MISSION COMMUNICATIO	1710		0	2021 5 INV P	2,084.40	022821	281411 ANNUAL SERVICE VARI
	INVOICE: 1048767			FULL DESC:	ANNUAL SERVICE VARIOUS LIFT STATIONS--SEWER DEPT			
004205	SIGNS FIRST	1889		220658	2021 5 INV P	300.48	022821	281445 SIGNS FOR WATERTANK
	INVOICE:			FULL DESC:	SIGNS FOR WATERTANKS -- WATER DEPT.			
					ACCOUNT TOTAL	5,384.88		
009673	630000				GAS			
004321	SPIRE ENERGY	1949		0	2021 5 INV P	234.19	022821	281454 SPIRE GAS VARIOUS D
	INVOICE:			FULL DESC:	SPIRE GAS VARIOUS DEPTS 1/5/21-2/4/21			
					ACCOUNT TOTAL	234.19		
009673	630500				ELECTRICITY			
003700	MS POWER COMPANY	1923		0	2021 5 INV P	18,588.35	022821	281413 MS POWER 12/28/20-1
	INVOICE:			FULL DESC:	MS POWER 12/28/20-1/27/21			
003700	MS POWER COMPANY	1927		0	2021 5 INV P	28,302.39	022821	281413 MS POWER 1/12/21-2/
	INVOICE:			FULL DESC:	MS POWER 1/12/21-2/10/21 VARIOUS DEPTS			
						46,890.74		
003873	PEARL RIVER VALLEY E	1951		0	2021 5 INV P	75.99	022821	281424 PRVEPA ELECTRICITY
	INVOICE:			FULL DESC:	PRVEPA ELECTRICITY 1/11/21-2/08/21			
					ACCOUNT TOTAL	46,966.73		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
009673 643000				UNIFORM RENT			
002471 CINTAS CORPORATION # 2119			0	2021 5 INV P	189.78 022821	281341	SC#8200044758--UNIF
INVOICE: 4076849038				FULL DESC: SC#8200044758--UNIFORM RENTALS FOR WATER DEPT.			
				ACCOUNT TOTAL	189.78		
009673 643500				MOP-MAT-RAG RENT			
002471 CINTAS CORPORATION # 1894			0	2021 5 INV P	21.88 022821	281341	SC#8200044758--MOPS
INVOICE: 4075856447				FULL DESC: SC#8200044758--MOPS & MATS FOR WATERPLANTS			
002471 CINTAS CORPORATION # 2118			0	2021 5 INV P	21.88 022821	281341	SC#8200044758--MOPS
INVOICE: 4076849029				FULL DESC: SC#8200044758--MOPS & MATS FOR WATERPLANTS			
					43.76		
				ACCOUNT TOTAL	43.76		
				ORG 009673 TOTAL	59,955.84		
009676				W&S O&M--SEWER DIVISION			
009676 513000				CHEMICALS			
002443 CERTIFIED LABORATORI 2045			220521	2021 5 INV P	8,854.20 022821	281339	SEWER TREATMENT CHE
INVOICE: 7261724				FULL DESC: SEWER TREATMENT CHEMICALS FOR SEWER DEPT.			
				ACCOUNT TOTAL	8,854.20		
009676 570000				MTR VEHICLE REP. PTS/SPL			
002083 ALLBRITTON CHAIN SAW 2043			220637	2021 5 INV P	79.20 022821	281313	REPAIRS ASSET # 177
INVOICE: 10064				FULL DESC: REPAIRS ASSET # 17743 -- SEWER DEPT.			
002166 AUTO ARMATURE SERVIC 2031			220602	2021 5 INV P	184.90 022821	281324	MOWER BATTERIES FOR
INVOICE: 23964				FULL DESC: MOWER BATTERIES FOR WATER DEPT.			
002166 AUTO ARMATURE SERVIC 2032			220555	2021 5 INV P	142.95 022821	281324	BATTERY FOR UNIT #
INVOICE: 23962				FULL DESC: BATTERY FOR UNIT # 11949 -- SEWER DEPT.			
					327.85		
002413 CARQUEST AUTO PARTS 2036			220556	2021 5 INV P	73.48 022821	281337	REPAIR PARTS FOR UN
INVOICE:				FULL DESC: REPAIR PARTS FOR UNIT # 21592 -- SEWER DEPT.			
003861 PATTERSON AUTO ELECT 1629			220535	2021 5 INV P	1,165.14 022821	281423	REPAIRS TO UNIT # 1
INVOICE: 80882				FULL DESC: REPAIRS TO UNIT # 19777 -- SEWER DEPT.			
				ACCOUNT TOTAL	1,645.67		
009676 630500				ELECTRICITY			
003700 MS POWER COMPANY 1923			0	2021 5 INV P	675.36 022821	281413	MS POWER 12/28/20-1
INVOICE:				FULL DESC: MS POWER 12/28/20-1/27/21			
003700 MS POWER COMPANY 1927			0	2021 5 INV P	3,693.21 022821	281413	MS POWER 1/12/21-2/
INVOICE:				FULL DESC: MS POWER 1/12/21-2/10/21 VARIOUS DEPTS			
					4,368.57		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5				ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
						ACCOUNT TOTAL		4,368.57					
009676 636000						STREETS & STRUCTURES R&M							
004058 RJM MCQUEEN CONTRACT 1704				0	2021	5	INV	P	15,459.08	022821	281440	MB2020-179:SEWER RE	
INVOICE: 2347				FULL DESC:	MB2020-179:SEWER REPAIRS FREDNA AVE. & CHARLES								
004058 RJM MCQUEEN CONTRACT 1706				0	2021	5	INV	P	7,065.30	022821	281440	MB2020-179:SEWER RE	
INVOICE: 2348				FULL DESC:	MB2020-179:SEWER REPAIRS CYPRESS AVE & CHARLES								
004058 RJM MCQUEEN CONTRACT 1709				0	2021	5	INV	P	7,599.70	022821	281440	MB2020-179:SEWER RE	
INVOICE: 2349				FULL DESC:	MB2020-179:SEWER REPAIRS N.36TH AVE. & ARLINGTON								
004058 RJM MCQUEEN CONTRACT 1932				0	2021	5	INV	P	2,846.00	022821	281440	MB2020-179:ITEM 20-	
INVOICE: 2340				FULL DESC:	MB2020-179:ITEM 20--JAN.2021 PUMPING								
004058 RJM MCQUEEN CONTRACT 1933				0	2021	5	INV	P	46,163.07	022821	281440	MB2020-179:ITEM 20-	
INVOICE: 2341				FULL DESC:	MB2020-179:ITEM 20--J.H.WRIGHT & ASSOC. PUMPS								
004058 RJM MCQUEEN CONTRACT 1934				0	2021	5	INV	P	41,777.12	022821	281440	MB2020-179:ITEM 20-	
INVOICE: 2342				FULL DESC:	MB2020-179:ITEM 20--CJ MORGAN ACCS USM 6"VALVE								
004058 RJM MCQUEEN CONTRACT 1935				0	2021	5	INV	P	23,163.20	022821	281440	MB2020-179:ITEM 20-	
INVOICE: 2352				FULL DESC:	MB2020-179:ITEM 20-- J.H.WRIGHT & ASSOC. PUMPS								
004058 RJM MCQUEEN CONTRACT 1936				0	2021	5	INV	P	4,735.88	022821	281440	MB2020-179:SEWER RE	
INVOICE: 2355				FULL DESC:	MB2020-179:SEWER REPAIRS FOR COUNTRYCLUB & MCINNIS								
004058 RJM MCQUEEN CONTRACT 1937				0	2021	5	INV	P	79,643.01	022821	281440	MB2020-179:ITEM 20-	
INVOICE: 2354				FULL DESC:	MB2020-179:ITEM 20-CJ MORGAN/TRANSFORMER,USA YEAST								
								228,452.36					
						ACCOUNT TOTAL		228,452.36					
009676 638200						MINOR EQUIPMENT R&M							
002083 ALLBRITTON CHAIN SAW 2038				220297	2021	5	INV	P	160.10	022821	281313	BLOWER REPAIRS FOR	
INVOICE: 10073				FULL DESC:	BLOWER REPAIRS FOR SEWER GROUNDS CREW								
						ACCOUNT TOTAL		160.10					
009676 638400						MOTOR VEHICLE EQ. R&M							
003861 PATTERSON AUTO ELECT 1629				220535	2021	5	INV	P	375.00	022821	281423	REPAIRS TO UNIT # 1	
INVOICE: 80882				FULL DESC:	REPAIRS TO UNIT # 19777 -- SEWER DEPT.								
						ACCOUNT TOTAL		375.00					
009676 638600						CONSTRUCTION EQUIP R&M							
002083 ALLBRITTON CHAIN SAW 2043				220637	2021	5	INV	P	137.14	022821	281313	REPAIRS ASSET # 177	
INVOICE: 10064				FULL DESC:	REPAIRS ASSET # 17743 -- SEWER DEPT.								
						ACCOUNT TOTAL		137.14					
						ORG 009676 TOTAL		243,993.04					
009677						W&S O&M-SEWER LAGOON DIV.							
009677 513000						CHEMICALS							
002094 ALLIED UNIVERSAL COR 1890				220592	2021	5	INV	P	3,621.45	022821	281314	CHLORINE & SULFUR D	
INVOICE:				FULL DESC:	CHLORINE & SULFUR DIOXIDE-LAGOONS/PLANTS-WATER DEP								
002094 ALLIED UNIVERSAL COR 1891				220592	2021	5	INV	P	3,621.45	022821	281314	CHLORINE & SULFUR D	
INVOICE:				FULL DESC:	CHLORINE & SULFUR DIOXIDE-LAGOONS/PLANTS-WATER DEP								

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
002094	ALLIED UNIVERSAL COR	1893		220592	2021 5 INV P	1,174.30	022821	281314 CHLORINE & SULFUR D
	INVOICE:							
			FULL DESC:	CHLORINE & SULFUR DIOXIDE-LAGOONS/PLANTS-WATER DEP		8,417.20		
					ACCOUNT TOTAL	8,417.20		
009677	630500				ELECTRICITY			
003700	MS POWER COMPANY	1923		0	2021 5 INV P	15,405.82	022821	281413 MS POWER 12/28/20-1
	INVOICE:		FULL DESC:	MS POWER 12/28/20-1/27/21				
003700	MS POWER COMPANY	1927		0	2021 5 INV P	34,951.93	022821	281413 MS POWER 1/12/21-2/
	INVOICE:		FULL DESC:	MS POWER 1/12/21-2/10/21 VARIOUS DEPTS		50,357.75		
					ACCOUNT TOTAL	50,357.75		
009677	638000				FIXED EQUIPMENT R&M			
003348	L & A CONTRACTING CO	1711		0	2021 5 INV P	45,159.31	022821	281392 MB2016-64 LAGOONS M
	INVOICE:		FULL DESC:	MB2016-64 LAGOONS MAINTENANCE PROJECT				
					ACCOUNT TOTAL	45,159.31		
009677	643000				UNIFORM RENT			
002471	CINTAS CORPORATION #	1895		0	2021 5 INV P	189.78	022821	281341 SC#8200044758- UNIF
	INVOICE: 4075856754		FULL DESC:	SC#8200044758- UNIFORM RENTALS WATER DEPT.				
					ACCOUNT TOTAL	189.78		
				ORG 009677	TOTAL	104,124.04		
FUND 009 WATER & SEWER OPERATION/MAINT.						TOTAL:	538,279.88	

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INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
019100					POL.FORFEITURES-POLICE DIV.			
019100	559100				OTHER OPER.MATLS-FULL R			
	004214	SIRCHIE FINGER PRINT 1753			204055 2021 5 INV P	265.25	022821	281446 HPD MARKING POINTER
		INVOICE:			FULL DESC: HPD MARKING POINTERS - EVIDENCE			
					ACCOUNT TOTAL	265.25		
019100	559200				OTHER OPER.MATLS-D.A.R.E.			
	004446	TOSHIBA BUSINESS SOL 1911			0 2021 5 INV P	253.16	022821	281461 COPIER LEASE FOR CO
		INVOICE: 5235730			FULL DESC: COPIER LEASE FOR COMMUNITY RELATIONS			
					ACCOUNT TOTAL	253.16		
					ORG 019100 TOTAL	518.41		
FUND 019 POLICE FORFEITURES FUND						TOTAL:	518.41	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
039551			AIRPORT IMPR.-AIRPORT DIV						
039551	729502		AIRPORT IMP-FAA						
002843	FORD ENGINEERING SER 2069	0	2021	5	INV P	16,936.21	022821	281371	MB 2021-31 RUNWAY L
INVOICE:		FULL DESC: MB 2021-31 RUNWAY LIGHTING IMPROVEMENTS-ENG							
		ACCOUNT TOTAL				16,936.21			
		ORG 039551 TOTAL				16,936.21			
FUND 039 AIRPORT IMPROVEMENT FUND		TOTAL:				16,936.21			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
072201											MUN.ROAD&BRIDGE-STREET DIV
072201	601500										ENGINEERING
003764	NEEL-SCHAFFER INC	2071			0	2021	5	INV P	1,106.41	022821	281416 MB 2011-4/307 TRAFF
	INVOICE: 1068742				FULL DESC:	MB 2011-4/307	TRAFFIC TABLE	CONCEPT & OPC-ENG			
003764	NEEL-SCHAFFER INC	2072			0	2021	5	INV P	5,398.64	022821	281416 MB 2011-4/307 QUINN
	INVOICE: 1069472				FULL DESC:	MB 2011-4/307	QUINN SPEED TABLES	- ENG			
									6,505.05		
004197	SHOWS DEARMAN & WAIT	2073			0	2021	5	INV P	1,137.50	022821	281444 MB 2020-113-114 LAM
	INVOICE: 21851				FULL DESC:	MB 2020-113-114	LAMAR BLVD ROADWAY	- ENG			
									ACCOUNT TOTAL	7,642.55	
072201	636000										STREETS & STRUCTURES R&M
004058	RJM MCQUEEN CONTRACT	2076			202639	2021	5	INV P	19,773.00	022821	281440 WOODBINE/WOODLAND H
	INVOICE: 2353				FULL DESC:	WOODBINE/WOODLAND	HILLS CURB & GUTTER	REPAIRS			
004586	WARREN PAVING INC	2099			220100	2021	5	INV P	241,833.12	022821	281475 PAVING S. 34TH AVE
	INVOICE: 220100				FULL DESC:	PAVING S. 34TH AVE	(HARDY ST - LINCOLN RD)				
									ACCOUNT TOTAL	261,606.12	
072201	721005										S. LAGOON BRIDGE REPLACEMENT
004579	WALTERS CONSTRUCTION	2061			204283	2021	5	INV P	10,165.00	022821	281474 FEMA EROSION REPAIR
	INVOICE: 3250				FULL DESC:	FEMA EROSION REPAIR	NEAR BRADY RD & JOHNSON	CIRCLE			
004579	WALTERS CONSTRUCTION	2062			204284	2021	5	INV P	9,205.00	022821	281474 FEMA EROSION-ENG
	INVOICE: 3251				FULL DESC:	FEMA EROSION-ENG					
004579	WALTERS CONSTRUCTION	2063			204285	2021	5	INV P	5,880.00	022821	281474 FEMA - ROUSE RD ERO
	INVOICE: 3252				FULL DESC:	FEMA - ROUSE RD	EROSION REPAIR-ENG				
									25,250.00		
									ACCOUNT TOTAL	25,250.00	
					ORG 072201			TOTAL	294,498.67		
FUND 072 MUNICIPAL ROAD & BRIDGE								TOTAL:	294,498.67		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
073570						MASS TRANSIT-TRANSPORTATION			
073570	570000					MTR VEHICLE REP. PTS/SPL			
	002413	CARQUEST AUTO PARTS	1684			220238 2021 5 INV P	35.98	022821	281337 THIN LINE MARKER LI
		INVOICE:				FULL DESC: THIN LINE MARKER LIGHT FOR #16666 ***OBTAINED FROM			
						ACCOUNT TOTAL	35.98		
073570	571001					REPAIR PARTS - FIXED ROUTE			
	002413	CARQUEST AUTO PARTS	1627			220064 2021 5 INV P	74.02	022821	281337 BUS REPAIR PARTS AN
		INVOICE:				FULL DESC: BUS REPAIR PARTS AND SHOP SUPPLIES			
	002565	COURTESY MOTORS INC	1686			220411 2021 5 INV P	95.85	022821	281352 HUB CITY TRANSIT-VI
		INVOICE: 515758				FULL DESC: HUB CITY TRANSIT-VISOR FOR #19535			
	004514	UNIVERSITY TIRE & SE	1687			220406 2021 5 INV P	2,087.76	022821	281470 HUB CITY TRANSIT- T
		INVOICE:				FULL DESC: HUB CITY TRANSIT- TIRES FOR BUSES			
						ACCOUNT TOTAL	2,257.63		
073570	599000					OTHER REPAIR/MAINT. SPL.			
	002413	CARQUEST AUTO PARTS	1627			220064 2021 5 INV P	86.67	022821	281337 BUS REPAIR PARTS AN
		INVOICE:				FULL DESC: BUS REPAIR PARTS AND SHOP SUPPLIES			
						ACCOUNT TOTAL	86.67		
073570	602100					BUILDING SECURITY			
	003472	M B I	2086			0 2021 5 INV P	359.40	022821	281404 HUB CITY TRANSIT -A
		INVOICE:				FULL DESC: HUB CITY TRANSIT -ANNUAL FEE JAN 21-DEC 21			
						ACCOUNT TOTAL	359.40		
073570	604900					OTHER PROFESSIONAL SERV.			
	003166	HYDRACLEAN, LLC	1626			204495 2021 5 INV P	602.40	022821	281385 MASS TRANS - CARPET
		INVOICE: 20617				FULL DESC: MASS TRANS - CARPET & TILE CLEANING			
						ACCOUNT TOTAL	602.40		
073570	606000					TELEPHONE AND TELEGRAPH			
	002160	AT&T MOBILITY	1685			0 2021 5 INV P	178.92	022821	281323 VAR.DEPTS/MB2016-28
		INVOICE:				FULL DESC: VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021			
	002160	AT&T MOBILITY	1781			0 2021 5 INV P	242.90	022821	281323 MB2016-287/GPS TRAC
		INVOICE:				FULL DESC: MB2016-287/GPS TRACKING FEES			
							421.82		
						ACCOUNT TOTAL	421.82		
073570	630500					ELECTRICITY			
	003700	MS POWER COMPANY	1927			0 2021 5 INV P	2,127.89	022821	281413 MS POWER 1/12/21-2/
		INVOICE:				FULL DESC: MS POWER 1/12/21-2/10/21 VARIOUS DEPTS			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL						2,127.89		
073570	638501				BUS EQUIP R&M-FIXED ROUTE			
002565	COURTESY MOTORS INC	1611		220579	2021 5 INV P	1,375.83	022821	281352 HUB CITY TRANSIT-DI
	INVOICE: 280219			FULL DESC:	HUB CITY TRANSIT-DIAGAPP DIESEL	APPROVAL FOR # 195		
002565	COURTESY MOTORS INC	1623		220177	2021 5 INV P	1,547.31	022821	281352 REPLACE RADIATOR #
	INVOICE: 279731			FULL DESC:	REPLACE RADIATOR # 20585			
						2,923.14		
ACCOUNT TOTAL						2,923.14		
073570	638502				BUS EQUIP R&M-PARATRANSIT			
002565	COURTESY MOTORS INC	1623		220177	2021 5 INV P	29.88	022821	281352 REPLACE RADIATOR #
	INVOICE: 279731			FULL DESC:	REPLACE RADIATOR # 20585			
ACCOUNT TOTAL						29.88		
073570	643000				UNIFORM RENT			
002471	CINTAS CORPORATION #	2084		0	2021 5 INV P	170.11	022821	281341 HUB CITY TRANSIT-UN
	INVOICE: 4074558989			FULL DESC:	HUB CITY TRANSIT-UNIFORM RENTAL	DRIVERS&MECHANICS		
002472	CINTAS FIRST AID J71	2093		0	2021 5 INV P	138.11	022821	281342 HUB CITY TRANSIT-UN
	INVOICE: 4075202978			FULL DESC:	HUB CITY TRANSIT-UNIFORM RENTAL	DRIVERS&MECHANICS		
002472	CINTAS FIRST AID J71	2100		0	2021 5 INV P	138.11	022821	281342 HUB CITY TRANSIT-UN
	INVOICE: 4075856639			FULL DESC:	HUB CITY TRANSIT-UNIFORM RENTAL	DRIVERS&MECHANICS		
002472	CINTAS FIRST AID J71	2107		0	2021 5 INV P	138.11	022821	281342 HUB CITY TRANSIT-UN
	INVOICE: 4076849031			FULL DESC:	HUB CITY TRANSIT-UNIFORM RENTAL	DRIVERS&MECHANICS		
						414.33		
ACCOUNT TOTAL						584.44		
073570	686800				JARC-OPERATIONS			
002956	GROVE TRANSIT	1882		0	2021 5 INV P	3,143.00	022821	281375 JARC RIDES 1.17-1.3
	INVOICE:			FULL DESC:	JARC RIDES 1.17-1.30.21 MB:2020-249 - HCT			
ACCOUNT TOTAL						3,143.00		
ORG 073570 TOTAL						12,572.25		
FUND 073 MASS TRANSIT FUND						TOTAL:	12,572.25	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
077000					COMMUNITY CTR BALANCE SHEET			
077000	122000				DAMAGE DEPOSITS			
	047197	TAMIKA MCGILBERRY	1844	0	2021 5 INV P	100.00	022821	281408 DEP REF SIGLER CENT
		INVOICE:			FULL DESC: DEP REF SIGLER CENTER 2/6/21			
	047198	TANESHA HARRIS-HARR	1846	0	2021 5 INV P	250.00	022821	281379 DEP REF CULTURAL CE
		INVOICE:			FULL DESC: DEP REF CULTURAL CENTER 2/6/21			
					ACCOUNT TOTAL	350.00		
					ORG 077000 TOTAL	350.00		
077650					COMMUNITY CTR-ADMIN/GENERAL			
077650	510000				CLEANING/JANITORIAL SPLY			
	002729	ELKINS WHOLESALE INC	1731	220195	2021 5 INV P	82.32	022821	281360 FIRST AID KITS
		INVOICE: 443329			FULL DESC: FIRST AID KITS			
					ACCOUNT TOTAL	82.32		
077650	560500				ELECTRICAL SUPPLIES			
	004256	SOLAR SUPPLY INC	1688	220409	2021 5 INV P	323.44	022821	281448 THERMOSTAT FOR JACK
		INVOICE: 3437432			FULL DESC: THERMOSTAT FOR JACKIE DOLE			
					ACCOUNT TOTAL	323.44		
077650	600100				PROF SERVICES - COVID 19			
	002961	GULF SOUTH PRODUCTIO	1635	0	2021 5 INV P	2,700.00	022821	281376 AV PACKAGE FOR CITY
		INVOICE: 2025			FULL DESC: AV PACKAGE FOR CITY COUNCIL MEETINGS/ADM			
					ACCOUNT TOTAL	2,700.00		
077650	604900				OTHER PROFESSIONAL SERV.			
	004401	TAYLOR RENTAL CENTER	1801	0	2021 5 INV P	1,254.00	022821	281457 ADMIN - TENT FOR CO
		INVOICE:			FULL DESC: ADMIN - TENT FOR COVID TESTING SITE			
	047194	TYCO INTEGRATED SECU	1865	0	2021 5 INV P	545.03	022821	281464 RECURRING SECURITY
		INVOICE: 34940553			FULL DESC: RECURRING SECURITY SERVICE @ CULTURAL CNTR			
	047194	TYCO INTEGRATED SECU	1872	0	2021 5 INV P	536.98	022821	281464 RECURRING SECURITY
		INVOICE: 35348350			FULL DESC: RECURRING SECURITY SERVICE CULTURAL CENTER 2-4/30			
						1,082.01		
					ACCOUNT TOTAL	2,336.01		
077650	606000				TELEPHONE AND TELEGRAPH			
	002160	AT&T MOBILITY	1685	0	2021 5 INV P	61.64	022821	281323 VAR.DEPTS/MB2016-28
		INVOICE:			FULL DESC: VAR.DEPTS/MB2016-287/WIRELESS BILLING JANUARY 2021			
					ACCOUNT TOTAL	61.64		
077650	630000				GAS			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
004321 SPIRE ENERGY		2106		0	2021 5 INV P	842.82	022821	281454 GAS VARIOUS DEPTS 1
INVOICE:			FULL DESC:	GAS VARIOUS DEPTS 1/12/21-2/10/21				
				ACCOUNT TOTAL		842.82		
077650 630500		1923		0	ELECTRICITY 2021 5 INV P	2,368.84	022821	281413 MS POWER 12/28/20-1
003700 MS POWER COMPANY			FULL DESC:	MS POWER 12/28/20-1/27/21				
INVOICE:				ACCOUNT TOTAL		2,368.84		
077650 635000		1762		220045	BUILDING R&M 2021 5 INV P	200.00	022821	281409 REPAIR LEFT DOOR AT
003587 MID SOUTH GLASS INC			FULL DESC:	REPAIR LEFT DOOR AT FRONT ENTRANCE				
INVOICE: 48017				ACCOUNT TOTAL		200.00		
077650 637000		1522		0	HOUSEHOLD EQUIPMENT R&M 2021 5 INV P	174.47	022821	281316 JDSCC OVEN CLEANED
002100 AMERICAN AIR SPECIAL			FULL DESC:	JDSCC OVEN CLEANED				
INVOICE: 107509				ACCOUNT TOTAL		174.47		
077650 643000				0	UNIFORM RENT 2021 5 INV P	121.60	022821	281341 SC8200044758- UNIFM
002471 CINTAS CORPORATION # 1607			FULL DESC:	SC8200044758- UNIFM. RENTAL COMM.CNTRS				
INVOICE: 4071950757				0	2021 5 INV P	121.60	022821	281341 SC8200044758-UNFRM
002471 CINTAS CORPORATION # 1608			FULL DESC:	SC8200044758-UNFRM RENTAL COMM.CNTRS				
INVOICE: 4073244649				0	2021 5 INV P	121.60	022821	281341 SC8200044758 UNFRM
002471 CINTAS CORPORATION # 1609			FULL DESC:	SC8200044758 UNFRM RENTAL COMM.CNTRS.				
INVOICE: 4072588543				0	2021 5 INV P	121.60	022821	281341 SC 8200044758 UNFRM
002471 CINTAS CORPORATION # 1610			FULL DESC:	SC 8200044758 UNFRM RENTAL COMM.CNTRS.				
INVOICE: 4073900376						486.40		
				ACCOUNT TOTAL		486.40		
				ORG 077650 TOTAL		9,575.94		
FUND 077 COMMUNITY CENTERS' FUND				TOTAL:		9,925.94		

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YEAR/PERIOD: 2021/5 TO 2021/5												
ACCOUNT/VENDOR		DOCUMENT	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION				
			SPEC SALES TAX/RECREATION MAIN									
086300	729507	TATUM TENNIS RENOVATION										
004043 RICHARDSON ATHLETICS	1869	220358 2021 5 INV P			1,647.36	022821		281434	TATUM TENNIS COMPLE			
INVOICE: 34623		FULL DESC:	TATUM TENNIS COMPLEX-WINDSCREENS-ENG									
ACCOUNT TOTAL					1,647.36							
			DUNCAN LAKE TRAIL EXTE									
086300	729542	220483 2021 5 INV P			4,995.00	022821		281384	CLEAR LAND ALONG TR			
003118 HOMESTEAD DIRT WORKS	2034	FULL DESC:	CLEAR LAND ALONG TRAIL SITE-ENG									
INVOICE: 1244												
004058 RJM MCQUEEN CONTRACT	2074	0 2021 5 INV P			7,105.24	022821		281440	MB 2020-120 DUNCAN			
INVOICE:		FULL DESC:	MB 2020-120 DUNCAN LAKE TRAIL EXT-ENG									
004058 RJM MCQUEEN CONTRACT	2075	0 2021 5 INV P			23,487.80	022821		281440	MB 2020-120 DUNCAL			
INVOICE:		FULL DESC:	MB 2020-120 DUNCAL LAKE TRAIL EXT - ENG									
					30,593.04							
			DUNCAN LAKE TRAIL SIGN-TREE NAMES-ENG									
004205 SIGNS FIRST	1641	220252 2021 5 INV P			354.24	022821		281445	DUNCAN LAKE TRAIL S			
INVOICE:		FULL DESC:	DUNCAN LAKE TRAIL SIGN-TREE NAMES-ENG									
ACCOUNT TOTAL					35,942.28							
ORG 086300 TOTAL					37,589.64							
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV					TOTAL:	37,589.64						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
087601			INDUSTRIAL PK-G.O.ACQUISITIONS						
087601	602001		AREA DEV.PARTNERSHIP						
002143	AREA DEVELOPMENT PAR 1915	0	2021 5 INV P			117,500.00	022821	281318	ADMIN FEES JAN-MARC
	INVOICE: 54		FULL DESC: ADMIN FEES JAN-MARCH 2021						
			ACCOUNT TOTAL			117,500.00			
			ORG 087601	TOTAL		117,500.00			
FUND 087 INDUSTRIAL PARK DEVELOPMENT			TOTAL:			117,500.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		DOCUMENT	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
095635											2019 FIRE STATION CONSTRUCTION
095635	715009										FIRE STATION 9
002996	HANCO CORP			2066	0	2021	5	INV P	103,263.76	022821	281378 MB 2020-32 FIRE STA
	INVOICE:				FULL DESC:	MB 2020-32	FIRE STATION NO. 9	- ENG			
003385	LANDRY LEWIS GERMANY			2065	0	2021	5	INV P	1,239.17	022821	281395 MB 2020-32 FIRE STA
	INVOICE:				FULL DESC:	MB 2020-32	FIRE STATION NO. 9	- ENG			
004205	SIGNS FIRST			2022	220351	2021	5	INV P	3,390.00	022821	281445 FABRICATE 1/8" STEE
	INVOICE:				FULL DESC:	FABRICATE 1/8"	STEEL SIGN-FIRE ST. #9-ENG				
					ACCOUNT TOTAL				107,892.93		
					ORG 095635	TOTAL			107,892.93		
FUND 095		GENERAL FUND-G/G		INS.OTH SER	TOTAL:				107,892.93		

** END OF REPORT - Generated by Theresa McCombs **

FUND		DUE TO	DUE FR
001	General Fund		594,732.19
002	PARKS & RECREATION FUND		38,378.63
009	WATER & SEWER OPERATION/MAINT.		538,279.88
011	WATER & SEWER FUND		634.00
019	POLICE FORFEITURES FUND		518.41
039	AIRPORT IMPROVEMENT FUND		16,936.21
072	MUNICIPAL ROAD & BRIDGE		294,498.67
073	MASS TRANSIT FUND		12,572.25
077	COMMUNITY CENTERS' FUND		9,925.94
082	COMMUNITY DEVELOP. BLOCK GRANT		128.80
086	SPEC SALES TAX-P&R/UNIV IMPROV		37,589.64
087	INDUSTRIAL PARK DEVELOPMENT		117,500.00
095	2019 FIRE STATION CONSTRUCTION		107,892.93
801	CLAIMS FUND		
		1,769,587.55	
	TOTAL	1,769,587.55	1,769,587.55